

Board Office Use: Legislative File Info.	
File ID Number	15-1573
Introduction Date	9/9/15
Enactment Number	15-1405
Enactment Date	9/9/15



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson ,l Superintendent and Secretary, Board of Education  
By:

**Board Meeting Date**  
(To be completed by  
Procurement) 9/9/15

**Subject** Subcontract - Spanish Speaking Unity Council - 910/Early Childhood Education  
Department

**Action Requested** Approval of Subcontract between Oakland Unified School District and Spanish Speaking Unity Council. A Portion of the district Child Development funding for the period of July 1, 2015 through August 22, 2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

The current state child development grant contract is based upon more classrooms than the District has open or fully enrolled which impacts the ability to earn the full state contract amount. Under-earning the state contract means that the District may be at risk of permanently losing future funding. Subcontracting helps the District maintain the current level of state funding for preschool programs. State regulations authorize the District to subcontract with other entities that are recipients of State early childhood education funds. The District has identified The Spanish Speaking Unity Council, as qualified subcontractor.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of the subcontract with The Spanish Speaking Unity Council In an effort to protect the districts state funding reductions in future years.

**Recommendation** Approval of Subcontract between Oakland Unified School District and Spanish Speaking Unity Council. A Portion of the district Child Development funding for the period of July 1, 2014 through August 22, 2015.

**Fiscal Impact** Funding resource name: 5225, 6105 General Child Care Development program will subcontract services for an amount not to exceed \$30,000.00. The District will earn an administrative fee for the subcontract of approximately \$2,250.00.

**Attachments**

- Subcontract
- Certificate of Insurance

**RESOLUTION**  
**OF THE**  
**BOARD OF EDUCATION**  
**OF THE**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Resolution No. 1516-0033**

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**RESOLUTION AUTHORIZING SUBCONTRACTING TO THE SPANISH SPEAKING UNITY COUNCIL A PRIVATE, NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2015-16 CHILD DEVELOPMENT FUNDING**

**WHEREAS**, Oakland Unified School District ('the District') is under earning its State child development contract for the 2015-16 fiscal year; and

**WHEREAS**, the 2015-16 fiscal year is the seventh fiscal year of under earning of the contract; and

**WHEREAS**, subcontracting a portion of the District's State contract funding is authorized and permissible under State regulations; and

**WHEREAS**, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program; and

**WHEREAS**, absent subcontracting, the unearned amounts due to closed centers would not be earned; and

**WHEREAS**, subcontracting will not result in a reduction in children served or staff employed by the District to serve children in the ECE program; and

**WHEREAS**, the District has identified The Spanish Speaking Unity Council, a nonprofit public benefit corporation, with locations throughout Alameda County as a qualified subcontractors; and

**WHEREAS**, The Spanish Speaking Unity Council have children outside of the attendance areas of the District, but within Alameda County which may be served under the District's contract; and

**WHEREAS**, The Spanish Speaking Unity Council. has many years of experience in providing quality and comprehensive child care and education, have experience in administering subcontracts from Local Education Agencies, such as the District, and have no audit, performance or fiscal exceptions that would make them ineligible; and

**WHEREAS**, the District's ECE program, as the subcontracting entity, may recover from The Spanish Speaking Unity Council seven and a half percent (7.5%) administrative contract management fee; and

**WHEREAS**, The Spanish Speaking Unity Council has the facility capacity to earn the funds the District will subcontract; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The Spanish Speaking Unity Council comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$30,000.00 of the District's State funding for Child Development Centers for the period of July 1, 2015 to August 22, 2015 to The Spanish Speaking Unity Council.

**PASSED BY THE FOLLOWING VOTE:**

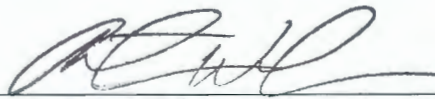
**AYES:** Roseann Torres, Shanthi Gonzales, Nina Senn, Aimee Eng, Jumoke Hinton Hodge, Vice President Jody London, President James Harris

**NAYS:** None

**ABSTAINED:** None

**ABSENT:** None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held on September 9, 2015.



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Antwan Wilson  
Secretary, Board of Education  
Oakland Unified School District



**Subcontract**  
**Between**  
**The Oakland Unified School District**  
**And**  
**The Spanish Speaking Unity Council**

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and The Spanish Speaking Unity Council of 1900 Fruitvale Avenue with its main offices in Oakland, California. The Spanish Speaking Unity Council offers comprehensive child care and development programs in Oakland for preschoolers.

**RECITALS**

**WHEREAS**, the Board of Education accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2015-16 fiscal year; and

**WHEREAS**, the District is anticipating under earning its State Child Development contract for the 2015-16 fiscal year;

**WHEREAS**, the 2015-16 fiscal year is the seventh fiscal year of under earning of the contract;

**WHEREAS**, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Arroyo Viejo CDC, Centro Annex CDC, Yuck Yau Annex CDC) which have only recently been rebuilt. During reconstruction the sites were unusable.

**WHEREAS**, subcontracting a portion of the District's State contract is authorized and permissible under State regulations;

**WHEREAS**, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program.

**WHEREAS**, the District has identified The Spanish Speaking Unity Council as a qualified subcontractor;

**WHEREAS**, The Spanish Speaking Unity Council has many years of experience in

providing quality and comprehensive child care and early childhood education, has experience in administering subcontracts with Local Education Agencies, such as the District, and has no audit, performance or fiscal exceptions that would make it ineligible to subcontract with the District;

**WHEREAS**, under State regulations, the District's ECE program, as the subcontracting entity is responsible for managing and administering the subcontract with The Spanish Speaking Unity Council, may recover from The Spanish Speaking Unity Council a 7.5 percent (7.5%) administrative contract management fee; and

**WHEREAS**, The Spanish Speaking Unity Council has the facility capacity to earn the funds the District will subcontract;

**RESOLVED**, that the District and The Spanish Speaking Unity Council agree to enter into this Subcontract and agree to the following terms and conditions:

**1. Term:** This Subcontract shall become effective on July 1, 2015 the date approved by the Board of Education of the District and shall expire on August 22, 2015.

**2. Subcontract Amount:** The District hereby agrees to subcontract from the CCTR- 5008 Contract with a combined amount, not to exceed \$30,000.00 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2016.

Contract	Minimum Child days of enrollment (CDE) requirement	Minimum Child days of enrollment (MDO) requirement	Rate per Child Per day of fulltime enrollment	Maximum amount of the contract
CCTR	693	37	\$43.31	\$30,000



**3. Subcontract Management and Administration Fee:** The Spanish Speaking Unity Council agrees that the District will withhold a management and administration fee of 7.5% to cover the expenses incurred by the District in managing and administering the Subcontract. Said fee shall be deducted from the gross amount due to The Spanish Speaking Unity Council each month based on the invoice and this agreement.

**4. Incorporation by Reference of Terms and Conditions:** The (a) Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2015-16 including as they may be subsequently amended by the State and (b) the federal certifications and the standard provisions for State contracts that are attached to the FY 2015-16 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.

**5. Identification of Specific Requirements:** (a) The Spanish Speaking Unity Council to make available to OUSD the following documentation for each child claimed: 1) Current NOA for FY2015-16; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.

**6. Reporting Requirements:** (a) The Spanish Speaking Unity Council will submit 801A family file data online to the California Department of Education, Child Development Division no later than the 10<sup>th</sup> of every month for the service period of the previous month; (b) The Spanish Speaking Unity Council will submit 801B data to the California Department of Education, Child Development Division by the mandated deadline each month.

**7. Payment Process Required Documentation:** (a) All monthly attendance accounting documentation must be submitted by contract type and match (exactly) the 801A file that is submitted by the agency to the Child Development Division; (b) All claims must be supported by (exactly) the 9400 report; (c) The Spanish Speaking Unity Council must submit the 9500 report of attendance and expenditures to OUSD as required; (d) all monthly attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 1<sup>st</sup> quarter of FY2015-2016.

**8. Notice:** All final claims and invoices must be submitted by the SSUC to OUSD no later than September 30, 2015. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent electronically to the other party at the address set forth below.

**The District**

Oakland Unified School District  
Early Childhood Education  
746 Grand Avenue  
Oakland, CA 94610  
Attn: Lynne Martin, Director

**Spanish Speaking Unity Council**

Children and family services  
1155 35th Avenue  
Oakland, CA 94601  
Attn: Elizabeth Crocker, Vice President for Children and Family Services.

**9. Insurance**

**Workers Compensation Insurance:** The Spanish Speaking Unity Council shall procure and maintain at all times during the term of this Subcontract, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws, when applicable. Employers' Liability shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

**General Liability Insurance:** The Spanish Speaking Unity Council shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached. Inclusion of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against The Spanish Speaking Unity Council. The policy shall protect The Spanish Speaking Unity Council and the District in the same manner as though each were separately issued.



**10. Indemnification:** The Spanish Speaking Unity Council agrees to hold harmless, indemnify, and defend the District and its Board of Education, officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Subcontract. The Spanish Speaking Unity Council also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to The Spanish Speaking Unity Council in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

**11. Assignment:** The obligations of The Spanish Speaking Unity Council, under this Subcontract shall not be assigned by The Spanish Speaking Unity Council without the express prior written consent of the District.

**12. Waiver:** No delay or omission by either party in exercising any right under this Subcontract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Subcontract.

**13. Termination:** the District may at any time terminate this Subcontract upon 90 day written notice to The Spanish Speaking Unity Council. In addition, the District may terminate this Subcontract for cause should The Spanish Speaking Unity Council fail to perform any part of this Subcontract. In the event that the State Department of Education determines the need to reduce funding levels for OUSD contracts, OUSD maintains the right to reduce the amount of the subcontract or terminate the subcontract agreement within 90 days provided a written notice.

**14. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to The Spanish Speaking Unity Council services under this Subcontract and The Spanish Speaking Unity Council certifies its compliance with these provisions as follows: ("The Spanish Speaking Unity Council certifies that The Spanish Speaking Unity Council has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all The Spanish Speaking Unity Council employees, subcontractors, agents, and subcontractors' employees or agents employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of The Spanish Speaking Unity Council, who may have contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Education determined that none of those Employees has been convicted of a felony, as that



term is defined in Education Code section 45122. 1. The Spanish Speaking Unity Council further certifies that it has received and reviewed fingerprint results for each of its Employees and has requested and reviewed subsequent arrest records for all providing services and this Subcontract.

The Spanish Speaking Unity Council: 

**15. No Rights in Third Parties:** This Subcontract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

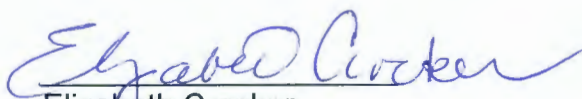
**16. Litigation:** This Subcontract shall be governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Subcontract. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**17. Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to The Spanish Speaking Unity Council absent formal approval. This Subcontract shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**18. Integration/Entire Subcontract of Parties:** Except as expressly provided in this Subcontract, all other FY 2015-16 terms and conditions shall remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire understanding and agreement between the Parties in connection with the subject matter of this Subcontract. All understandings, agreements, covenants, representations and warranties, express or implied, oral or

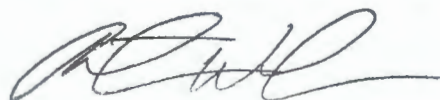
written between the Parties are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in writing.

### **Spanish Speaking Unity Council**

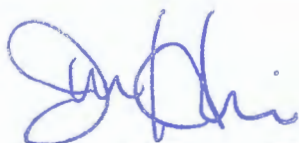


Elizabeth Crocker  
Vice President for Children and Family Services

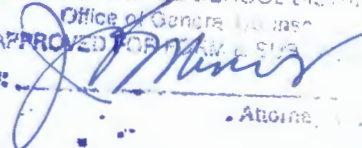
### **The Oakland Unified School District**



Antwan Wilson  
Superintendent and Secretary, Board of Education



James Harris  
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR BOARD SIGNATURE  
By:   
Devin Dillon

Devin Dillon  
Chief Academic Officer

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>





# CERTIFICATE OF LIABILITY INSURANCE

UNITY-5

OP ID: BC

DATE (MM/DD/YYYY)

11/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Der Manuel Ins & Fin Svcs Inc Der Manuel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 Bob Grossman	CONTACT NAME: Carol Burns PHONE (A/C, No, Ext): 559-447-4600 E-MAIL ADDRESS: cburns@dmig.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. NAIC #: 16691 INSURER B: Redwood Fire & Casualty Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Spanish Speaking Unity Council of Alameda, Inc. dba: The Unity Council & Peralta Service Corp 1900 Fruitvale Ave, Suite 2A Oakland, CA 94601	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PAC1437909	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		CAP1437910	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EXC1437911	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	4400055830-141	10/01/2014	10/01/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		PAC1437909	10/01/2014	10/01/2015	Agg/Ea Cl \$2m/\$1m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: OUSD ECE Subcontract

Endorsement Attached: CG 2026 07/05

## CERTIFICATE HOLDER

## CANCELLATION

OAKUNIF

Oakland Unified School  
District  
Risk Management  
900 High Street  
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bonifacio Compendio

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POLICY NUMBER: PAC1437909

COMMERCIAL GENERAL LIABILITY

CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED — DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organizations(s)
Oakland Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Spanish\* Speaking\* Unity\* Council\***  
**Record Status: Active**

<b>ENTITY</b>	Spanish Speaking Unity Council Of Alameda County, Inc.	Status:Active
DUNS: 827550625	+4:	CAGE Code: 5QWD8 DoDAAC:
Expiration Date: Aug 18, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2221 FRUITVALE AVE		
City: OAKLAND	State/Province: CALIFORNIA	
ZIP Code: 94601-2557	Country: UNITED STATES	

<b>ENTITY</b>	SPANISH-SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC.	Status:Active
DUNS: 079084174	+4:	CAGE Code: 431Z9 DoDAAC:
Expiration Date: Mar 3, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1900 FRUITVALE AVE STE 2A		
City: OAKLAND	State/Province: CALIFORNIA	
ZIP Code: 94601-2950	Country: UNITED STATES	