

| Board Office Use: Legislative File Info. |         |
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| File ID Number                           | 16-0705 |
| Introduction Date                        | 4/13/16 |
| Enactment Number                         | 16-0533 |
| Enactment Date                           | 4-13-16 |



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson | Superintendent and Secretary, Board of Education

**By:**

**Board Meeting Date**  
(To be completed by Procurement) 4-13-16

**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 December 1, 2015 through June 30, 2016.

**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 December 1, 2015 through June 30, 2016.

**Fiscal Impact** Funding resource number: 5025, 6105 General Child Care Development and CSPP programs will subcontract services for an amount not to exceed \$334,876.00. The District will earn an administrative fee for the subcontract of approximately \$25,116.00

**Attachments**

- Subcontract
- Certificate of Insurance



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 16-0705

**Department:** Superintendent

**Vendor Name:** Spanish Speaking Unity Council -

**Contract Term:** Start Date: December 1, 2015 End Date: June 30, 2016

**Annual Cost:** \$ 25,116.00 Revenue

**Approved by:** General Counsel

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Expertise in providing quality, comprehensive child care and education.

**Summarize the services this Vendor will be providing.**

The vendor will provide Early Childhood Education and facilities to help the District fulfill the State grant contract.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

- 1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**RESOLUTION**  
**OF THE**  
**BOARD OF EDUCATION**  
**OF THE**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Resolution No. 1516-0154**

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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 eight 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 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 fifteen 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 \$334,876.00 of the District's State funding for Child Development Centers for the period of

December 1, 2015 to June 30, 2016 to the Spanish Speaking Unity Council, with an administrative fee in the amount of \$25,116.00 payable by the Spanish Speaking Unity Council to the District.

**PASSED BY THE FOLLOWING VOTE:**

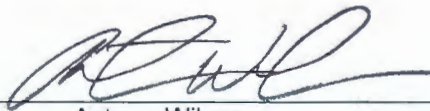
**AYES:** Jody London, Aimee Eng, Jumoke Hinton Hodge, Roseann Torres,  
Vice President Nina Senn and President James Harris

**NAYS:** None

**ABSTAINED:** None

**ABSENT:** Shanthi Gonzales

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at Special Meeting I of the Governing Board of the Oakland Unified School District held on April 13, 2016.



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Antwan Wilson  
Secretary, Board of Education  
Oakland Unified School District

File ID Number: 16-0705  
Introduction Date: 4-13-16  
Enactment Number: 16-0533  
Enactment Date: 4-13-16

**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**, 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 December 1, 2015 the date approved by the Board of Education of the District and shall expire on June 30, 2016.

2. **Subcontract Amount:** The District hereby agrees to subcontract from the CCTR- 5008 Contract and CSPP-5018 contract with a combined amount, not to exceed \$334,876.00 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2016 as follows:

| Contract  | Resource  | 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 5008 | 6105 5025 | 2840   | 142  | \$43.31                                       | \$123,000                      |
| CSPP 5018 | 6105 5025 | 5233   | 132  | \$40.49                                       | \$211,876                      |

**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; and CDMIS management report showing 801A total number of children by program code (b) All claims must be supported by (exactly) the 9400 report; (c) The Spanish Speaking Unity Council must submit the 9500HR and 8501HR reports of attendance and expenditures to OUSD as required; (d) all attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 2<sup>nd</sup> 3<sup>rd</sup> and 4<sup>th</sup> quarter of FY 2015-2016.



**8. Notice:** All final claims and invoices must be submitted by the SSUC to OUSD no later than July 8, 2016. 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  
1025 4<sup>th</sup> Avenue  
Oakland, CA 94606  
Attn: Christie Anderson, 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 I 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

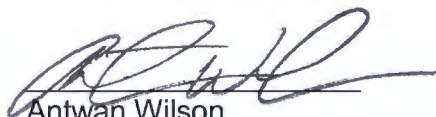
written between the Parties are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered,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

**Spanish Speaking Unity Council**

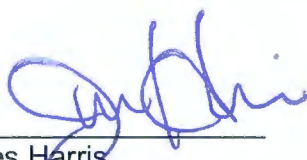


Elizabeth Crocker, Vice President for Children and Family Services

**The Oakland Unified School District**



Antwan Wilson  
Superintendent and Secretary, Board of Education



James Harris  
President, Board of Education



Devin Dillon, Ph.D.  
Chief Academic Officer

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**OAKLAND UNIFIED SCHOOL DISTRICT**

Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  Attorney at Law