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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, *rhvving Stitdents*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* December 12, 2018

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

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## Action Requested

Adoption by the Board of Education of Resolution No. 1819-0116 - 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 2018-19 Child Development Funding, for the provisions of child care services, for the term from July 1, 2018 to July 1, 2019, in an amount not to exceed \$350,000.00, with an administrative fee in the amount of \$26,250.00 payable by the Spanish Speaking Unity Council to the District.

## 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. In addition, State regulations authorize the District, as the administrator of the Subcontract, to recover from Spanish Speaking Unity Council, an administrative contract management fee which will be approximately 7.5% of the subcontract amount.

## Discussion

*One paragraph summary of the scope of work.*

## Recommendation

Adoption by the Board of Education of Resolution No. 1819-0116 - 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 2018-19 Child Development Funding, for the provisions of child care services, for the term from July 1, 2018 to July 1, 2019, in an amount not to exceed \$350,000.00, with an administrative fee in the amount of \$26,250.00 payable by the Spanish Speaking Unity Council to the District.

## Fiscal Impact

The District will earn an administrative fee for the subcontract of approximately 7.5% of the subcontract amount.

## Attachments

- Resolution No. 1819-0116
- Subcontract Agreement
- Certificate of Insurance

**RESOLUTION**  
**OF THE**  
**BOARD OF EDUCATION**  
**OF THE**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Resolution No. 1819-0116**

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**RESOLUTION AUTHORIZING SUBCONTRACT 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 2018-19 CHILD DEVELOPMENT FUNDING**

**WHEREAS**, Oakland Unified School District ('the District') is under earning its State child development contract for the 2018-19 fiscal year; and

**WHEREAS**, the 2018-19 fiscal year is the eleventh 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 Early Childhood Education 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 Early Childhood Education 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 subcontractor; 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 Early Childhood Education 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 terms and conditions in the original funding to the District, to subcontract an amount not to exceed \$350,000.00 of the District's State funding for Child Development Centers for the period of July 1, 2018 through June 30, 2019 to the Spanish Speaking Unity Council with an administrative fee in the amount of \$26,625.00, payable by the Spanish Speaking Unity Council to the District.

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NAY: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSAL: None

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

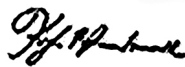
NAY: Shanthi Gonzales

ABSTAIN: None

RECUSED: None

ABSENT: Student Director Chavez, Student Director Omosowho

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 December 12, 2018.



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Kyla Johnson-Trammell  
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 2018-19 fiscal year; and

**WHEREAS**, the District is anticipating under earning its State Child Development contract for the 2018-19 fiscal year;

**WHEREAS**, the 2018-19 fiscal year is the eighth 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) After School programs at Elementary school sites has caused the CCTR SA enrollment to decrease over the last 10 years when the ACEs grant began.

**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. Tenn: This Subcontract shall become effective on July 1, 2018 the date approved by the Board of Education of the District and shall expire on July 1, 2019.
2. **Subcontract Amount:** The District hereby agrees to subcontract the amount of \$350,000 from the CCTR- 8009 Contract of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2019.

Contract#	Resource#	Minimum Child days of enrollment	Maximum rate per child day of enrollment payable	Maximum Reimbursable amount
CCTR-8009	6105	7215	\$ 48.51	\$350,000

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 Tenna 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 2018-19 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 2018-19 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 FY 2018-19; 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 10th of every month for the service period of the previous month; (b) The Spanish Speaking Unity Council will submit 801 B 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 CDFS 9500 (for CCTR) 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>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>rd</sup> quarter of FY 2018-19. (1<sup>st</sup> quarter due October 9, 2018; 2<sup>nd</sup> quarter due January 9, 2019; 3<sup>rd</sup> quarter due April 9, 2019; 4<sup>th</sup> quarter due July 9, 2019)
  
8. **Notice:** All final claims and invoices must be submitted by the SSUC to OUSD no later than July 09, 2019. 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, Executive Director of Early Learning

**Spanish Speaking Unity Council**

Children and Family Services  
1155 35<sup>th</sup> Avenue  
Oakland, CA 94601  
Attn: Luis Arenas, Interim Director 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 2018-19 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**



Luis Arenas  
Interim Director for Children and Family Services

**The Oakland Unified School District**



Dr. Kyla Johnson Trammell  
Superintendent and Secretary, Board of Education



Aimee Eng  
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR BOARD & SUBSTITUTION  
BY   
Attorney at Law