Board Office Use: Legislative File Info.					
File ID Number	25-2811				
Introduction Date	12/10/25				
Enactment Number					
Enactment Date					



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim-Superintendent

Sondra Aguilera, Chief Academic Officer

Jessica Cannon, Executive Director, Early Learning

Meeting Date <u>December 10, 2025</u>

Subject Services Agreement with The Spanish Speaking Unity Council of Alameda County,

Inc dba The Unity Council

Ask of the Board A

Approval by the Board of Education of Resolution No. 2526-0030 — Authorizing Subcontract to The Spanish Speaking Unity Council of Alameda County, Inc, dba The Unity Council, A Portion of the District's Fiscal Year 2025-26 Child Development Funding, for the provision of child development services, in an amount not to exceed \$381,067.00, with no administrative fee, for the term of July 1, 2025 through June 30, 2026, subject to the Council complying with any and all applicable terms and conditions of the State Contract.

Background

The District selected The Spanish Speaking Unity Council as one of three entities with which the District seeks to subcontract. The attached agreement would allocate \$381,067.00 to The Spanish Speaking Unity Council from the District's Child Development funding. The agreement will cover FY 25-26.

Discussion

The Spanish Speaking Unity Council will provide pre-school for children enrolled in the program, based on the needs of each family member.

Fiscal Impact

The attached agreement would allocate \$381,067.00 to The Spanish Speaking Unity Council from the District's Child Development funding. The agreement will cover FY 25-26 CSPP Program.

Attachment(s)

- Resolution No 2526-0030
- OUSD CSPP Grant Award
- Subcontract Certification
- Services Agreement
- Spanish Speaking Unity Certificate of Liability Insurance
- Spanish Speaking Unity CSPP Fiscal Form-Funding Requirement

RESOLUTION OAKLAND UNIFIED SCHOOL DISTRICT

No. 2526-0030

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2025/2026.

	RESOLUTION	N.
BE IT RESOLVED that the Go	verning Board of <u>Oakla</u>	and Unified School District
_	_	P-Spanish Speaking Unity Subcontract and ed to sign the transaction for the Governing
<u>NAME</u>	TITLE	<u>SIGNATURE</u>
Jennifer Brouhard	President, Board of Ed	ucation
Denise G. Saddler	Interim Secretary, Boa	rd of Education
PASSED AND ADOPTED THE	S day of	,, by the
Governing Board ofOakland	d Unified School District o	f <u>Alameda County</u> , California.
I,, Clerk	of the Governing Board	of <u>Oakland Unified School District</u> of
Alameda County,		
	g thereof held at a regular	rect copy of a resolution adopted by the public place of meeting and the resolution
(0) 11 0:		(Deta)
(Clerk's Signature	2 1	(Date)

CALIFORNIA DEPARTMENT OF EDUCATION

--- F. Y. 25 - 26

DATE: July 01, 2025

CONTRACT NUMBER: CSPP-5020
PROGRAM TYPE: CALIFORNIA STATE

PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6125-00-5

LOCAL AGREEMENT FOR EARLY EDUCATION SERVICES

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION*; the GENERAL TERMS AND CONDITIONS (GTC 02/2025)*; the CALIFORNIA STATE PRESCHOOL PROGRAM CONTRACT TERMS AND CONDITIONS (CT&C)* and any subsequent changes to the CT&C*, which are by this reference made a part of this Agreement. Where the GTC 02/2025 conflicts with the CT&C, the CT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2025 through June 30, 2026.

For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the CT&C, based on the contract rate (which is the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrates.xlsx, applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System), the Minimum Days of Operation (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$26,375,121.00.

During the term of this contract, the contract rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

MDO: 239

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ctc2025.asp.

IMPORTANT: Signature is not required. Pursuant to the submission of the Continued Funding Application, this agreement will automatically take effect July 01, 2025 unless rejected in writing by June 30, 2025.

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE) Early Education Programs General			
\$ 26,375,121 PRIOR AMOUNT ENCUMBERED FOR	(OPTIONAL USE) 0656 23038-6125			
this contract \$ 0	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2025	FISCAL YEAR 2025-2026
TOTAL AMOUNT ENCUMBERED TO DATE \$ 26,375,121	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

Contractor Name:

Vendor Number:

4

Form EED-3704B: Subcontract Certification

Count	y:							
Contra	act Type:							
Contra	act Maximum Reimb	ursable Amount (MF	RA):					
Total l	Percentage of MRA S	Subcontracted:						
		Subcontracto	or #1					
Subcor	ntractor Legal Name:	:						
Does	this subcontractor also	contract with EED?	•	Yes	No			
Has yo	our agency subcontrac	cted with this agency	before?	Yes	No			
includi be sub If no, p	please list the name on the site address, service contracted. Dlease submit a Program 17800 for subcontracted.	ce county, and the pe am Narrative Change	ercentage of the to indicate this	contr	act MRA that will	R		
Site No.	Site Name	Site Address	Service Cou	nty	Percentage of MRA Subcontracted			
1	1							
2								
3								

California Department of Education Early Education Division EED-3704B (Rev. 10/2022)

Subcontractor #2

Yes

Yes

No

No

Subcontracto	or Legal	Name:
--------------	----------	-------

Does this subcontractor also contract with EED?

Has your agency subcontracted with this agency before?

includi be sub If no, p	ing site address, ser ocontracted. olease submit a Pro	e of the site in which survice county, and the posterior of the posterior	ercentage of the cont e to indicate this chan	ract MRA that will
Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1				Cuscontracted
2				
3				
4				
hereby subcon form is	certify, that all appli tracting of contract f correct and complet	ng this certification, I, the cable state and federal funds will be observed, the to the best of my knowned as required by app	I rules and regulations that the information of owledge, and that all i	s with respect to the contained in this
	Signature		Dat	te



SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the entity or individual ("VENDOR," together with OUSD, "PARTIES") named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

- 1. **Services**. VENDOR shall provide the services ("SERVICES") as described in **Exhibit A**.
- 2. **Term**. The term ("TERM") of this AGREEMENT is established in **Exhibit A**.

3. Compensation.

- a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in Exhibit A for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.
- b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
- c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
- d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD's written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

- 4. **Invoicing**. Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- 5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- 6. **Termination**. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD

- Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. Confidentiality and Data Privacy.

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
- 9. Copyright/Trademark/Patent/Ownership. Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
- 11. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
- 12. **Equipment and Materials**. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 13. **Legal Notices**. Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email <u>and</u> either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

14. Status.

- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES:
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. Insurance.

- Commercial General Liability Insurance. VENDOR shall maintain Commercial a. General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. Testing and Screening.

a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

19. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, <u>via email</u> pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. Health and Safety Orders and Requirements; Site Closures.

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

- otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
- 22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (https://www.sam.gov/).
- 23. Limitation of OUSD Liability. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
- 25. Audit. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
- 26. **Non-Discrimination**. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

- 27. Compliance with California and Federal Laws. VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
- 28. **Drug-Free/Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 29. **Waiver**. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
- 30. **Assignment**. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
- 31. **No Rights in Third Parties**. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 32. **Litigation**. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
- 33. **Incorporation of Recitals and Exhibits**. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
- 34. **Integration/Entire Agreement of Parties**. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
- 35. **Severability**. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

- 36. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
- 37. **Captions and Interpretations**. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
- 38. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
- 39. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- 40. **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
- 41. **Agreement Publicly Posted**. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

42. Signature Authority.

a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

- b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
- 43. **Contract Contingent on Governing Board Approval**. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

	VENDOR OLUMBA
Chris Iglesias Name:	Signature: GARIBASIAS 15, PARZAS 24245 NS. 37:20 PDT
Chief Executive Officer Position:	Date: 26/09/2025
subparagraph (c) of Paragraph 3 (Compensa agrees not to expect or demand compensa particularly OUSD, validly and properly exe	nich VENDOR specifically agrees by its signature is sation), which states that VENDOR acknowledges and action for any SERVICES performed prior to the PARTIES, ecuting this AGREEMENT and shall not rely on verbal idual, other than the OUSD Superintendent or OUSD by and properly executed this AGREEMENT.
	OUSD
Name:	Signature:
Position:	
☐ Board President (for approva☐ Chief/Deputy Chief/Executiv	Cotton you had All 1
Name: <u>Denise G. Saddler</u>	Signature:
Position: Interim Superintendent and Interi	m Secretary, Board of Education
Date:	

Template Approved as to form by OUSD Legal Department



SERVICES AGREEMENT EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDO)R: <u>Spa</u>	anish Speaking Unity Council
Clause		Services. Describe the SERVICES VENDOR will provide: anish Speaking Unity Council will provide Pre School for children enrolled in the California State Preschool
		m (CSPP), based on the needs of each family member. They also have specific outcomes in the areas of child
		pment, including self regulation, gross motor skills, and social emotional development. They will serve
	20 CSF	PP Full Day Slots with this Fiscal Year 25-26.
Clause	2:	Term.
	a.	This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT. Start Date: 7/1/2025
	b.	Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit. End date: 6/30/2026
Clause	3:	Compensation.
	a.	The basis for payment to VENDOR shall be:
		☐ Hourly Rate: per hour
		☐ Daily Rate: per day
		☐ Weekly Rate: per week
		☐ Monthly Rate: per month
		☐ Per Student Served Rate: per student served
		✓ Performance/Deliverable Payments: Describe below the performance
		and/or deliverable(s) as well as the associated rate(s):
	b.	Over the TERM, the total compensation under this AGREEMENT shall not exceed
		the below amount. This sum includes (but is not limited to) compensation for
		the full performance of this AGREEMENT and all fees, costs, and expenses
		incurred by VENDOR including (but not limited to) labor, materials, taxes, profit,
		overhead, travel, insurance, permitted subcontractor costs, and other costs.
	Not-T	o-Exceed Amount: \$381.067.00

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

OUSD Site/Dept: Le Address: 10: City, ST Zip: Phone: 510- Email: ousdl VENDOR Name/Dep Address: 19 City, ST Zip: Phone: 510	t: Spanish Speaking Unity Council 900 Fruitvale Ave Suite 2A : Oakland, CA 94601 9-535-6918
Email: cigle	sias@unitycouncil.org
confirmation hereto. Fair otherwise properties of the confident of the confident has been depicted by the confident has b	urance. OUSD has waived the following insurance requirements. Written on of a waiver (e.g., email from OUSD Risk Management Officer) is attached ilure to attach such written confirmation voids any such waiver even if properly given. Commercial General Liability Insurance. Waiver typically available by OUSD if VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person virtual) and the not-to-exceed amount is \$25,000 or less. Workers' Compensation Insurance. Waiver typically available by OUSD if NDOR has no employees.
requiremer Manageme voids any si IND IND	ting and Screening. OUSD has waived the following testing and screening ints. Written confirmation of a waiver (e.g., email from OUSD Risk ent Officer) is attached hereto. Failure to include such written confirmation uch waiver even if otherwise properly given. Tuberculosis Screening. Waiver typically available by OUSD if VENDOR OVIDUALS will have no in-person contact with OUSD students. Fingerprinting/Criminal Background Investigation. Waiver typically available OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students person or virtual).
or event in inaccessible \(\bigcap \) \(\bigcap \)	alth and Safety Orders and Requirements; Site Closures. If there is an Order n which school sites and/or District offices may be closed or otherwise e, would the SERVICES be able to continue? Yes, the SERVICES would be able to continue as described herein. No, the SERVICES would not be able to continue. Yes, but the SERVICES would be different than described herein, they would be as follows:

Services Agreement CSPP Spanish Speaking Unity Subcontract FY 25-26

Final Audit Report 2025-09-26

Created: 2025-09-25

By: Julie Manis (julie.manis@ousd.org)

Status: Signed

Transaction ID: CBJCHBCAABAAXXkGpLw1RuAJbjHFCTK9ncByDwUEf9g0

"Services Agreement CSPP Spanish Speaking Unity Subcontract FY 25-26" History

- Document created by Julie Manis (julie.manis@ousd.org) 2025-09-25 6:50:52 PM GMT
- Document emailed to ciglesias@unitycouncil.org for signature 2025-09-25 6:52:04 PM GMT
- Email viewed by ciglesias@unitycouncil.org 2025-09-26 - 3:36:48 PM GMT
- Signer ciglesias@unitycouncil.org entered name at signing as Chris Iglesias 2025-09-26 3:37:18 PM GMT
- Document e-signed by Chris Iglesias (ciglesias@unitycouncil.org)
 Signature Date: 2025-09-26 3:37:20 PM GMT Time Source: server
- Agreement completed. 2025-09-26 - 3:37:20 PM GMT

MHEATH

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

1/8/2025

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the subject to the certificate holder in lieu of such and responsible to the certificate holder in lieu of such and responsible.

this certificate does not confer rights to the certificate holder in fieu of	such endorsement(s).				
PRODUCER License # 0757776	CONTACT Lisa Martinez				
HUB International Insurance Services Inc.	PHONE (A/C, No. Ext): (A/C, No):				
548 W Cromwell Avenue Suite 101	E-MAIL SS: lisa.martinez2@hubinternational.com				
resno, CA 93711	INSURER(S) AFFORDING COVERAGE				
	INSURER A : Nonprofits' Insurance Alliance of California, Inc				
INSURED	INSURER B: Cypress Insurance Company	10855			
Spanish Speaking Unity Council of Alameda County, Inc.	INSURER C:				
dba The Unity Council & Peralta Service Corp 1900 Fruitvale Ave, Suite 2A	INSURER D:				
Oakland, CA 94601	INSURER E :				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELO	W HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POI	LICY PERIC			

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.

TYPE OF INSURANCE

ADDI SUBR. POLICY FOR THE POLICY PERIOD TO 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.

NSR	TR TYPE OF INSURANCE INSUR		TYPE OF INSURANCE		ADDL SUBR POLICY NUMBER POLICY FF POLICY NUMBER		POLICY EXP	LIMIT	S	
A			WVG	3 1,5251 110111115	, inneressity in		EACH OCCURRENCE	\$	1,000,000	
	CLAIMS-MADE X	OCCUR X		01-CP-0001145-01-00	1/1/2025	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	5	500,000	
							MED EXP (Any one person)	5	20,000	
							PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLII	EC DED:					GENERAL AGGREGATE	5	2,000,000	
- 6		LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000	
- 8	OTHER:	Jesten III						\$		
Α	AUTOMOBILE LIABILITY		III.				COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000	
	X ANY AUTO			01-CP-0001145-01-00	1/1/2025	1/1/2026	BODILY INJURY (Per person)	5		
	OWNED SCH AUTOS ONLY AUT	HEDULED TOS					BODILY INJURY (Per accident)	5		
	11010001111	N-OWNED OS ONLY	1				PROPERTY DAMAGE (Per accident)	5		
	AUTOS ONET	OS ONET						5		
Α	X UMBRELLA LIAB X	OCCUR				EACH OCCURRENCE	5	2,000,000		
	EXCESS LIAB	CLAIMS-MADE		01-UB-0001145-01-00	1/1/2025	1/1/2026	AGGREGATE	5	2,000,000	
	DED X RETENTIONS	10,000						\$		
В	WORKERS COMPENSATION						X PER STATUTE OTH-			
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		SPWC5642/4 10/1/2024 10/1/2025 E.L. EACH ACCIDENT		E.L. EACH ACCIDENT	3	1,000,00			
			1				E.L. DISEASE - EA EMPLOYE	\$	1,000,00	
	If yes, describe under DESCRIPTION OF OPERATIONS	below					E.L. DISEASE - POLICY LIMIT	\$	1,000,00	

Re:	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) OUSD ECE Subcontract - CCTR/CSPP orsements Attached.

Oakland Unified School District Early Childhood Education

1025 Fourth Street Attn: Christie Herrera, ECE Executive Director Oakland, CA 94606 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

Nov. 16.

CANCELLATION

CERTIFICATE HOLDER

CG 20 26 12 19

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 Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.	

A. 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Department of Education - Early Education Division

Worksheet A1 - Certified Enrollment Information and Funds Requested

Site Specific Adjusted Child Days of Enrollment

General Instructions:

Applicants must complete and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, select "Move or Copy", then select "Create a Copy," and select "OK."

Section | Instructions:

Applicants must choose a service county to populate the correct Contract Rate for Full-Day Service and Part-Day Service Adjustment Factor into the forms. Applicants will manually type in the remaining site information.

Section I: Site Information

Information Requested	Information To Complete
Service County:	Alameda
Site Name:	De Colores
Site Address/City/Zip:	1155 35th Ave
Number of Classrooms:	1
License Number:	
License Type:	
License Capacity:	

Department of Education - Early Education Division

Worksheet A2 - Certified Enrollment Information and Funds Requested

Site Specific Adjusted Child Days of Enrollment

General Instructions:

Applicants must complete and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, select "Move or Copy", then select "Create a Copy," and select "OK."

Service County Rate Information:

Adjustment Factors	Service Calculations
Contract Rate for Full-Day Service	\$79.39
Part-Day Adjustment Factor	0.6015
Exceptional Needs Part-Day Adjustment Factor	0.9263
Severely Disabled Part-Day Adjustment Factor	1.1609

Department of Education - Early Education Division

Worksheet A3 - Certified Enrollment Information and Funds Requested

Site Specific Adjusted Child Days of Enrollment

General Instructions:

Applicants must complete and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, select "Move or Copy", then select "Create a Copy," and select "OK."

Section II Instructions:

Manually enter the number of certified children you expect to enroll per day in each category.

Once completed, the Total Adjusted Child Days of Enrollment per day will be calculated.

Child Enrollment Categories	Total Certified Children per day	Adjustment Factor	Total Adjusted Child Days of Enrollment per day
Three and Four Year Olds:			
Full-time-plus (10.5 hours and over)	0	1.1800	0.0000
Three and Four Year Olds:			
Full-time (6.5 hours to under 10.5 hours)	20	1.0000	20.0000
Three and Four Year Olds:			
One-half-time (under 4 hours)	0	0.6015	0.0000
Exceptional Needs:			
Full-time-plus (10.5 hours and over)	0	1.8172	0.0000
Exceptional Needs:			
Full-time (6.5 hours to under 10.5 hours)	0	1.5400	0.0000
Exceptional Needs:			
One-half-time (under 4 hours)	0	0.9263	0.0000
Limited and Non-English Proficient:			
Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
Limited and Non-English Proficient:			
Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
Limited and Non-English Proficient:			
One-half-time (under 4 hours)	0	0.6015	0.0000
CPS or At Risk of Abuse or Neglect:			
Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
CPS or At Risk of Abuse or Neglect:			
Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
CPS or At Risk of Abuse or Neglect:			
One-half-time (under 4 hours)	0	0.6015	0.0000
Severely Disabled:			
Full-time-plus (10.5 hours and over)	0	2.2774	0.0000
Severely Disabled:			
Full-time (6.5 hours to under 10.5 hours)	0	1.9300	0.0000
Severely Disabled:			
One-half-time (under 4 hours)	0	1.1609	0.0000
Total:	20	N/A	20.0000

Department of Education - Early Education Division

Worksheet A4 - Certified Enrollment Information and Funds Requested

Site Specific Adjusted Child Days of Enrollment

General Instructions:

Applicants must complete and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, select "Move or Copy", then select "Create a Copy," and select "OK."

Section III Instructions:

Total Adjusted Certified Child Days of Enrollment per day and Service County Rate will auto-populate from Sections I and II.

Applicant will manually type in the Days of Operation from the Program Calendar.

Once completed, the Funds Requested for this site will be calculated.

Section III: Site Specific Funds Requested Calculation

Total Adjusted Child Days of Enrollment per day	Total Days of Operation From Program Calendar	Total Annual Adjusted Child Days of Enrollment	Contract Rate for Full- Day Service	Funds Requested Per Site
20.0000	240	4,800.0000	\$ 79.39	\$ 381,067

Worksheet A-5 Full-Day/Full-Year Non-Certified Enrollment Information

Total Adjusted Non-Certified Child Days of Enrollment for All Sites

Instructions

Complete this worksheet only if you will be serving non-certified children in your program.

This worksheet is a total for all Full-Day/Full-Year non-certified sites. Site specific information is not necessary.

Manually enter the Total number of non-certified children you expect to enroll per day in each category for all sites.

The worksheet will multiply the total of each category by the adjustment factor shown.

This will determine the Total Adjusted Non-certified Child Days of Enrollment per day.

Children must meet CSPP age eligibility requirements. Reference the RFA Instructions for more information.

Site Specific Child Enrollment Categories

Child Enrollment Categories	Total Non-Certified Children per day	Adjustment Factor	Total Adjusted Non- Certified Child Days of Enrollment per day
Three and Four Year Olds:			
Full-time-plus (10.5 hours and over)	0	1.1800	0.0000
Three and Four Year Olds:			
Full-time (6.5 hours to under 10.5 hours)	0	1.0000	0.0000
Three and Four Year Olds:			
One-half-time (under 4 hours)	0	0.6015	0.0000
Exceptional Needs:			
Full-time-plus (10.5 hours and over)	0	1.8172	0.0000
Exceptional Needs:			
Full-time (6.5 hours to under 10.5 hours)	0	1.5400	0.0000
Exceptional Needs:			
One-half-time (under 4 hours)	0	0.9263	0.0000
Limited and Non-English Proficient:			
Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
Limited and Non-English Proficient:			
Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
Limited and Non-English Proficient:			
One-half-time (under 4 hours)	0	0.6015	0.0000
CPS or At Risk of Abuse or Neglect:			
Full-time-plus (10.5 hours and over)	0	1.2980	0.0000
CPS or At Risk of Abuse or Neglect:			
Full-time (6.5 hours to under 10.5 hours)	0	1.1000	0.0000
CPS or At Risk of Abuse or Neglect:			
One-half-time (under 4 hours)	0	0.6015	0.0000
Severely Disabled:			
Full-time-plus (10.5 hours and over)	0	2.2774	0.0000
Severely Disabled:			
Full-time (6.5 hours to under 10.5 hours)	0	1.9300	0.0000
Severely Disabled:			
One-half-time (under 4 hours)	0	1.1609	0.0000
Total:	0	N/A	0.0000

Worksheet A6- Summary of All Sites

Instructions

For each site from Worksheet A1, A3, A4 manually enter: Site Name, Total Certified Children per day per site, and Total Funds Requested Per Site. The Grand Totals will calculate and auto-populate.

Site Information

Site Information		
Site Name (From A1, Section 1)	Total Certified Children per day per site (From A3, Section 2, Total on Column B)	Total Funds Requested Per Site (From A4, Section 3, Column E)
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
[enter site name here]	[enter total certified children here]	[enter total funds per site here]
Grand Totals	0	\$0

Worksheet A7 - Full-Day/Full-Year Projected Annual Program Budget

Proposed Budget Plan

General Instructions:

Applicants must fill out the budget information requested in Sections I-III for all funding requested.

The budget information will be reviewed to determine the fiscal soundness of your program.

Section | Instructions:

Prepare an annual budget showing ALL costs necessary to operate the full-day program for a year of at least 246 days.

If serving both certified and non-certified children, be sure to include ALL costs for the non-certified children in these calculations.

Section I: Related Reimbursable Expenses

Information Requested	Information to Complete
1) Certificated Salaries (1000)	[enter certificated saleries expenses]
2) Classified Salaries (2000)	[enter classified saleries expenses]
3) Employee Benefits (3000)	[enter employee benefits expenses]
4) Books and Supplies (4000)	[enter books and supplies expenses]
5a) Rent/Lease	[enter rent/lease expenses]
5b) Service Contracts	[enter service contracts expenses]
5c) Nutrition	[enter nutrition expenses]
5d) Travel	[enter travel expenses]
5e) Other 1	[enter other expenses]
5f) Other 2	[enter additional other expenses]
5 Total) Services and Other Operating Expenses (5000)	-
6) New Equipment (6400) Annual, other than Start-Up	[enter new equipment annual,other than start-up expenses]
7) Equipment Replacement (6500) Annual, Other than Start-Up	[enter equipment replacement annual, other than start-up expenses]
8) Depreciation or Use Allowance	[enter depriciation or use allowance]
9) Indirect Cost	[enter indirect costs]
10) Other	[enter other reimbursable expenses]
11) Budget Total (Auto-calculates based on above)	-
12) Total Administrative Costs	[enter total administrative costs]

Worksheet A8 - Full-Day/Full-Year Projected Annual Program Budget

Proposed Budget Plan

General Instructions:

Applicants must fill out the budget information requested in Sections I-III for all funding requested.

The budget information will be reviewed to determine the fiscal soundness of your program.

Section II Instructions:

Most of the information in the Section II and III tables will auto-populate based on information provided previously in this application.

This is the portion of the budget that applies only to certified children.

Section II: Calculation Data for Certified Children

Information Requested	Enrollment and Fiscal Summary	
Total Annual Adjusted Certified Child Days of Enrollment		4,800.0000
Total Adjusted Non-Certified Child Days of Enrollment		0.0000
Proposed Days of Operation		240
Total Annual Adjusted Non-Certified Days of Enrollment		0.0000
Total Enrollment		4,800.0000
Percentage of Total Certified Enrollment		100.00%
Budget Total	\$	-
Nutrition costs paid for by federal/state nutrition programs	\$	-
Budget Subtotal	\$	-
Certified Budget Portion	\$	-

Worksheet A9 - Full-Day/Full-Year Projected Annual Program Budget

Proposed Budget Plan

General Instructions:

Applicants must fill out the budget information requested in Sections I-III for all funding requested.

The budget information will be reviewed to determine the fiscal soundness of your program.

Section III Instructions:

This section will determine the amount of State contract funds being requested.

It will also determine whether the applicant will need to secure other sources of income to supplement the program.

This section will calculate the maximum amount the contract would earn based on enrollment.

Section III: Funding Calculations

		-
Information Requested	Funding Calculations	
Total Funding Requested	\$	-
Certified Budget Portion	\$	_
Requested Contract Maximum Reimbursable Amount	\$	-
Budget Total	\$	-
Other Income Needed*	\$	-

^{*}If there is an amount determined for Other Income Needed, complete Worksheet A10.

Worksheet A5 - Full-Day/Full-Year Projected Annual Program Budget

Instructions

If required by Worksheet A9, complete the information in the table below.

You will indicate the source(s) of the additional outside income that is required for the program to operate.

These are funds in addition to those being requested by this application.

Please be sure to indicate all of the sources for this additional income and specify where necessary.

Then use the space provided below the table to clarify the proposed budget.

Include in your explanation the source of donations, grants, fund-raising, and other income sources.

This section of the application is limited to this single page.

Do not exceed this restriction by adding additional pages or documents.

Other Income Needed:

Information Requested	Information to Complete
Nutrition Program (outside of State/Federal reimbursement):	[enter income needed outside state/federal reimbursment for nutrition program]
Parent Fees (non-certified children):	[enter parent fees from non-certified children needed]
Donations and Grants:	[enter donations and grants needed]
Fund-raising:	[enter fund-raising needed]
Other 1 (specify):	[enter other income needed]
Other 2 (specify):	[enter additional other income needed]
TOTAL Other Income:	-
Budget Notes:	[enter applicable budget notes]

California State Preschool Program (CSPP) Rates by Service County

Service County Alameda	Contract Rate for Full-Day Service				
Alameda		Part-Day Adjustment Factor	Exceptional Needs Part-Day Adjustment Factor	Severely Disabled Part-Day Adjustment Factor	Contract Rate for Part-Day Service
	\$79.39	0.6015	0.9263	1.1609	\$47.75
Alameda Pilot	\$79.39	0.6015	0.9263	1.1609	\$47.75
Alpine	\$51.87	0.6193	0.9537	1.1952	\$32.12
Amador	\$51.87	0.6193	0.9537	1.1952	\$32.12
Butte	\$51.87	0.6193	0.9537	1.1952	\$32.12
Calaveras	\$51.87	0.6193	0.9537	1.1952	\$32.12
Colusa	\$51.87	0.6193	0.9537	1.1952	\$32.12
Contra Costa	\$74.97	0.6139	0.9454	1.1848	\$46.03
Contra Costa Pilot	\$74.97	0.6139	0.9454	1.1848	\$46.03
Del Norte El Dorado	\$51.87 \$56.44	0.6193 0.6313	0.9537 0.9722	1.1952 1.2184	\$32.12 \$35.63
Fresno	\$50.44 \$51.87	0.6193	0.9722	1.1952	\$32.12
Glenn	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Humboldt	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Imperial	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Inyo	\$51.87	0.6193	0.9537	1.1952	\$32.12
Kern	\$51.87	0.6193	0.9537	1.1952	\$32.12
Kings	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Lake	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Lassen	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Los Angeles	\$62.66	0.6334	0.9754	1.2225	\$39.69
Madera	\$51.87	0.6193	0.9537	1.1952	\$32.12
Marin	\$80.97	0.6040	0.9302	1.1657	\$48.90
Mariposa	\$51.87	0.6193	0.9537	1.1952	\$32.12
Mendocino	\$51.87	0.6193	0.9537	1.1952	\$32.12
Merced	\$51.87	0.6193	0.9537	1.1952	\$32.12
Modoc	\$51.87	0.6193	0.9537	1.1952	\$32.12
Mono	\$54.72	0.6139	0.9454	1.1848	\$33.59
Monterey	\$51.87	0.6275	0.9664	1,2111	\$32.55
Napa	\$56.10	0.6528	1.0053	1.2599	\$36.63
Nevada	\$51.87	0.6193	0.9537	1.1952	\$32.12
Orange	\$61.26	0.6541	1.0073	1.2624	\$40.07
Placer	\$52.95	0.6567	1.0113	1.2674	\$34.77
Plumas	\$51.87	0.6193	0.9537	1.1952	\$32.12
Riverside	\$51.87	0.6193	0.9537	1.1952	\$32.12
Sacramento	\$51.87	0.6193	0.9537	1.1952	\$32.12
San Benito	\$51.87	0.6193	0.9537	1.1952	\$32.12
San Bernardino	\$51.87	0.6193	0.9537	1.1952	\$32.12
San Diego	\$59.93	0.6375	0.9818	1.2304	\$38.20
San Diego Pilot	\$59.93	0.6375	0.9818	1.2304	\$38.20
San Francisco	\$87.22	0.6286	0.9680	1.2132	\$54.83
an Francisco Pilot	\$87.22	0.6286	0.9680	1.2132	\$54.83
San Joaquin	\$51.87	0.6193	0.9537	1.1952	\$32.12
San Luis Obispo	\$51.87	0.6347	0.9774	1.2250	\$32.92
San Mateo	\$82.08	0.6051	0.9319	1.1678	\$49.67
San Mateo Pilot	\$82.08	0.6051	0.9319	1.1678	\$49.67
Santa Barbara	\$62.03	0.6267	0.9651	1.2095	\$38.87
Santa Clara	\$79.08	0.6036	0.9295	1.1649	\$47.73
Santa Clara Pilot	\$79.08	0.6036	0.9295	1.1649	\$47.73
Santa Cruz	\$60.26	0.6402	0.9859	1.2356	\$38.58
Shasta	\$51.87	0.6193	0.9537	1.1952	\$32.12
Sierra	\$51.87 \$51.87	0.6193 0.6193	0.9537 0.9537	1.1952 1.1952	\$32.12 \$32.12
Siskiyou					
Solano Sonoma	\$51.87 \$55.39	0.6193 0.6507	0.9537 1.0021	1.1952 1.2559	\$32.12 \$36.04
	\$55.39 \$55.39	0.6507	1.0021	1.2559	\$36.04 \$36.04
Sonoma Pilot Stanislaus	\$55.39 \$51.87	0.6507	1.0021 0.9537	1.2559 1.1952	\$36.04 \$32.12
Sutter	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Tehama		0.6193			
Trinity Tulare	\$51.87 \$51.87	0.6193	0.9537 0.9537	1.1952 1.1952	\$32.12 \$32.12
Tuolumne	\$51.87 \$51.87	0.6193	0.9537	1.1952	\$32.12 \$32.12
Ventura	\$51.87 \$55.17	0.6465	0.9537	1.1952	\$32.12 \$35.67
Yolo	\$60.75	0.6312	0.9956	1.2182	\$38.34
Yuba	\$50.75 \$51.87	0.6193	0.9720	1.1952	\$30.34