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Introduction Date	2-12-14
Enactment Number	14-0219
Enactment Date	2-12-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement) February 12, 2014

Subject Amendment No. 1 - Subcontract with Kidango, Inc. - Fiscal Year 2012-2013
- 910/Early Childhood Education Department (site/department)

Action Requested Approval of Resolution Number 1314-0077, authorizing the District to revise Section 2 and Section 7 of the 2012-2013 Subcontract between Kidango, Inc. and the Oakland Unified School District.

Background
A one paragraph explanation of why the consultant's services are needed. The District subcontracted with Kidango, Inc. for the 2012-2013 school year because the District has under earned its State child development contract for five (5) consecutive years.

Discussion
One paragraph summary of the scope of work. Approval by Board of Education of Amendment No. 1 to the Subcontract between the District and Kidango, Inc., Fremont, CA, for a revision to the language in Section 2 and Section 7 of the subcontract to clarify that the subcontract was funded from both the CSPP-2019 California State Preschool Program and the CCTR-2009 General Child Care and Development Programs State contracts. The change in the language will provide both Kidango, Inc. and the District protection in the event of a state mandated audit for fiscal year 2012-2013.

Recommendation Approval of the Resolution Number 1314-0077, authorizing the District to revise Section 2 and Section 7 of the 2012-2013 Subcontract with Kidango, Inc.

Fiscal Impact No Fiscal Impact to any previous financial agreement.

Attachments

- Resolution 1314-0077
- Revised Subcontract, Kidango, Inc.
- Copy of original Subcontract, Kidango, Inc.

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1314-0077

RESOLUTION AUTHORIZING THE REVISION TO THE 2012-13 SUBCONTRACT WITH KIDANGO, A PRIVATE, NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY, A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2012-13 CHILD DEVELOPMENT FUNDING

WHEREAS, Oakland Unified School District ('the District') under earned its State child development contract for the 2012-13 fiscal year and subcontracted with Kidango; and

WHEREAS, the 2012-13 fiscal year is the fifth fiscal year of under earning of the contract; and

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex) which were deemed unusable and which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently under construction; and

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

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

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

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

WHEREAS, the District has approved a subcontract with Kidango, a nonprofit public benefit corporation, with locations throughout Alameda County, as a qualified subcontractor; and

WHEREAS, Kidango has children outside of the attendance areas of the District, but within Alameda County which may be served under the District's contract; and

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

WHEREAS, the District's ECE program, as the subcontracting entity, may recover from Kidango a fifteen percent (15%) administrative contract management fee; and

WHEREAS, Kidango 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 Kidango comply with all the terms and conditions in the original funding to the District, to revise the subcontract. The language in section 2 and section 7 of the subcontract needs to clarify that the subcontract is being funded from both the CSPP-2019 and the CCTR-2009 State agreements.

PASSED BY THE FOLLOWING VOTE:

AYES: Jody London, Jumoke Hinton Hodge, Anne Washington, Roseann Torres, Christopher Dobbins and Vice President James Harris

NAYS: None

ABSTAINED: None

ABSENT: President David Kakishiba

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a ^{February 12,} Regular Meeting of the Governing Board of the Oakland Unified School District held on ~~January 29,~~ 2014.



Gary Yee, Ed. D.
Secretary, Board of Education
Oakland Unified School District

File ID Number: 14-0038

Introduction Date: 2-12-14

Enactment Number: 14-0219

Enactment Date: 2-12-14

By: _____

Revised

**Subcontract
Between
The Oakland Unified School District
And
Kidango, Inc**

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and the Kidango, Inc ("Kidango"), with its offices in Fremont, California. Kidango is a childcare provider, offering childcare programs throughout Alameda County.

RECITALS

WHEREAS, the Board of Education of the District on September 27, 2012 in Board Enactments 12-2472 and 12-2465 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2012-13 fiscal year; and

WHEREAS, the District is under earning its State Child Development contract for the 2012-13 fiscal year; and

WHEREAS, the 2012-13 fiscal year is the forth fiscal year of under earning of the contract;

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex. Arroyo and Centro Annex) which were deemed unusable and which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently under construction,

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 Kidango, a nonprofit public benefit corporation, with locations throughout Alameda County, as a qualified subcontractor;

WHEREAS, Kidango 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 responsible for managing and administering the subcontract with Kidango, may recover from Kidango a 7.5 percent (7.5%) administrative contract management fee; and

WHEREAS, Kidango has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and Kidango agree to enter into this Subcontract and agree to the following terms and conditions:

- 1. Term:** This Subcontract shall become effective on the date approved by the Board of Education of the District and shall expire on July 1, 2013.
- 2. Subcontract Amount:** The District hereby agrees to subcontract from the CSPP CCTR Contracts with a combined amount, not to exceed \$500,000 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2013 to Kidango.
- 3. Subcontract Management and Administration Fee:** Kidango 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 Kidango each month based on the invoice and this agreement.
- 4. Incorporation by Reference of Terms and Conditions:** The (a) Funding terms and conditions and program requirements for the California Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2012-13, 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 2012-13 terms and conditions, and incorporated by reference herein and apply without change or modification to this Subcontract.
- 5. Identification of Specific Requirements:** (a) Kidango will provide OUSD with the following documentation for each child claimed: 1) Current NOA for FY2012-13; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.

6. Reporting Requirements: (a) Kidango will submit 801A family file data online to the State Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month; (b) Kidango will submit 801B data to the State 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) Kidango must submit the CDFS 8501 HR (for CSPP) and CDFS9500 HR (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 10th day of every month for the reporting period ending of the previous month.

8. Notice: All final claims and invoices must be submitted no later than July 10, 2013. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail with postage prepaid to the other party at the address set forth below.

The District

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

Kidango, Inc

44000 Old Warm Springs Blvd
Fremont, CA 94538
Attn: Paul Miller, Executive Director

9. Insurance

Workers Compensation Insurance: Kidango 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 Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

General Liability Insurance: Kidango 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 Kidango. The policy shall protect Kidango and the District in the same manner as though each were separately issued.

10. Indemnification: Kidango 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. Kidango 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 Kidango in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

11. Assignment: The obligations of Kidango, under this Subcontract shall not be assigned by Kidango 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 written notice to Kidango. In addition, the District may terminate this Subcontract for cause should Kidango fail to perform any part of this Subcontract. In the event of termination for cause, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the services pursuant to this Subcontract, Kidango shall pay the additional cost. 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 Kidango's services under this Subcontract and Kidango certifies its compliance with these provisions as follows: "Kidango certifies that Kidango has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Kidango's

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 Kidango, who may have contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Kidango 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 under this Subcontract.

Kidango Initial: 

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 Kidango 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.

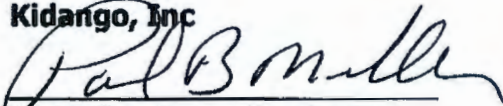
18. Integration/Entire Subcontract of Parties: Except as expressly provided in this Subcontract, all other ***FY 2012-13 terms and conditions*** shall remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire understanding and agreement between the Parties 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 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

Revised

integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

19. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference

Kidango, Inc




Paul Miller, Executive Director

The Oakland Unified School District



David Kakishiba
President, Board of Education



Dr. Gary Yee
Acting Superintendent and Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By:  Attorney at Law

File ID Number: 14-0038
Introduction Date: 2-12-14
Enactment Number: 14-0219
Enactment Date: 2-12-14
By:

File ID Number	12-3266
Introduction Date	01/09/2013
Enactment Number	13-0073
Enactment Date	1-9-13
By	lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent Business and Operations
Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action

**Board Meeting
Date** January 9, 2013

Subject **AUTHORIZATION TO SUBCONTRACT WITH KIDANGO, INC A PRIVATE, NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY, AND THE YMCA OF THE CENTRAL BAY AREA, A PORTION OF THE DISTRICT'S FISCAL YEAR 2012-13 CHILD DEVELOPMENT FUNDING AND APPROVAL OF SUBCONTRACT AGREEMENTS**

ACTION REQUESTED Approval of Resolution Authorizing the District to Subcontract with Kidango and the YMCA of the Central Bay Area a portion of the District's FY 2012-13 Child Development Funds and Approval of the Subcontracts with both entities.

BACKGROUND The District has under earned the State grant for several reasons, including, 1) the District has demolished several centers (Yuk Yau Annex and Centro Annex) which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently unusable, and State regulations authorize the District to subcontract with other entities that are recipients of State early childhood education funds. The District has identified Kidango, a nonprofit public benefit corporation, with locations throughout Alameda County, and the YMCA of the Central Bay Area, previously known as the Berkeley-Albany YMCA, as qualified subcontractors. The District seeks to subcontract an amount, not to exceed \$1,000,000 of the District's State funding for Child Development Centers for the period of July 1, 2012 to June 30, 2013 to Kidango, Inc; and an amount, not to exceed \$500,000 for the same period to the YMCA of the Central Bay Area. In addition, State regulations authorize the District, as the administrator of the Subcontracts to recover from both Kidango and the YMCA of the Central Bay Area an administrative contract management fee which will be approximately 7.5% of the subcontract amount.

DISCUSSION Although the District has under earned its State child development contract for Five consecutive years, approval of Resolution authorizing the District to Subcontract with Kidango and the YMCA a portion of the District's FY 2012-13 child development funds and approval of the Subcontracts with both entities will hope to protect the District's State Funding from reductions in future years.

RECOMMENDATION Approval of Resolution Authorizing the District to Subcontract with Kidango and the YMCA of the Central Bay Area a portion of the District's FY 2012-13 Child Development Funds and Approval of the Subcontracts with both entities.

FISCAL IMPACT:

Child Development Fiscal Year 2012-13 Grant will be reduced due to under earnings an amount not to exceed \$1.0 Million.

The District will earn an administrative fee for both subcontracts of approximately \$75,000.00.

ATTACHMENTS:

- Resolution
- Subcontract with Kidango, Inc
- Subcontract with the YMCA of the Central Bay Area
- 12-2484 California State Preschool Program Grant (CSPP-2019)
- 12-3252 General Child Care and Development Program Grant (CCTR-2009)

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 1213 - 0059

RESOLUTION AUTHORIZING SUBCONTRACTING TO KIDANGO, A PRIVATE, NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY, AND THE YMCA OF THE CENTRAL BAY AREA, A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2012-13 CHILD DEVELOPMENT FUNDING

WHEREAS, Oakland Unified School District ("the District") is under earning its State child development contract for the 2012-13 fiscal year; and

WHEREAS, the 2012-13 fiscal year is the fifth fiscal year of under earning of the contract; and

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex) which were deemed unusable and which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently under construction; and

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

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

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

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

WHEREAS, the District has identified Kidango, a nonprofit public benefit corporation, with locations throughout Alameda County and the YMCA of the Central Bay Area, previously known as the Berkeley Albany YMCA, as a qualified subcontractors; and

WHEREAS, Kidango and the YMCA of the Central Bay Area 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, Kidango and the YMCA of the Central Bay Area have many years of experience in providing quality and comprehensive child care and education, have experience in administering subcontracts from Local Education Agencies, such as the District, and have no audit, performance or fiscal exceptions that would make them ineligible; and

WHEREAS, the District's ECE program, as the subcontracting entity, may recover from both Kidango and the YMCA of the Central Bay Area a fifteen percent (15%) administrative contract management fee; and

WHEREAS, Kidango and the YMCA of the Central Bay Area have 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 Kidango comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$1,000,000 of the District's State funding for Child Development Centers for the period of July 1, 2012 to June 30, 2013 to Kidango, Inc.; and

BE IT FURTHER RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that the YMCA of the Central Bay Area comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$500,000 of the District's State funding for Child Development Centers for the period of July 1, 2012 to June 30, 2013 to the YMCA of the Central Bay Area.

PASSED BY THE FOLLOWING VOTE:

AYES: Jody London, Gary Yee, James Harris, Roseann Torres,
Christopher Dobbins, Vice President Jumoke Hinton Hodge
and President David Kakishiba

NAYS: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held on January 9, 2013.



Edgar Rakestraw, Jr. Secretary
Board of Education

File ID Number: 12-3266
Introduction Date: 1-9-13
Enactment Number: 13-0073
Enactment Date: 1-9-13
By:

**Subcontract
Between
The Oakland Unified School District
And
Kidango, Inc**

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and the Kidango, Inc ("Kidango"), with its offices in Fremont, California. Kidango is a childcare provider, offering childcare programs throughout Alameda County.

RECITALS

WHEREAS, the Board of Education of the District on September 27, 2012 in Board Enactments 12-2472 and 12-2465 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2012-13 fiscal year; and

WHEREAS, the District is under earning its State Child Development contract for the 2012-13 fiscal year; and

WHEREAS, the 2012-13 fiscal year is the fifth fiscal year of under earning of the contract;

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex. Arroyo and Centro Annex) which were deemed unusable and which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently under construction,

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 Kidango, a nonprofit public benefit corporation, with locations throughout Alameda County, as a qualified subcontractor;

WHEREAS, Kidango 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 responsible for managing and administering the subcontract with Kidango, may recover from Kidango a 7.5 percent (7.5%) administrative contract management fee; and

WHEREAS, Kidango has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and Kidango agree to enter into this Subcontract and agree to the following terms and conditions:

- 1. Term:** This Subcontract shall become effective on the date approved by the Board of Education of the District and shall expire on July 1, 2013.
- 2. Subcontract Amount:** The District hereby agrees to subcontract from the CSPP Contract an amount, not to exceed \$500,000 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2013 to Kidango.
- 3. Subcontract Management and Administration Fee:** Kidango 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 Kidango each month based on the invoice and this agreement.
- 4. Incorporation by Reference of Terms and Conditions:** The (a) Funding terms and conditions and program requirements for the California Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2012-13, 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 2012-13 terms and conditions, and incorporated by reference herein and apply without change or modification to this Subcontract.
- 5. Identification of Specific Requirements:** (a) Kidango will provide OUSD with the following documentation for each child claimed: 1) Current NOA for FY2012-13; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.

6. Reporting Requirements: (a) Kidango will submit 801A family file data online to the State Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month; (b) Kidango will submit 801B data to the State 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) Kidango must submit the CDFS 8501 HR (for CSPP) and CDFS 9000 HR 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 10th day of every month for the reporting period ending of the previous month.

8. Notice: All final claims and invoices must be submitted no later than July 10, 2013. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail with postage prepaid to the other party at the address set forth below.

The District

Oakland Unified School District
Early Childhood Education Programs
746 Grand Avenue
Oakland, CA 94610
Attn: John Santoro, Director

Kidango, Inc

44000 Old Warm Springs Blvd
Fremont, CA 94538
Attn: Paul Miller, Executive Director

9. Insurance

Workers Compensation Insurance: Kidango 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 Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

General Liability Insurance: Kidango 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 Kidango. The policy shall protect Kidango and the District in the same manner as though each were separately issued.

10. Indemnification: Kidango agree 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. Kidango 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 Kidango in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

11. Assignment: The obligations of Kidango, under this Subcontract shall not be assigned by Kidango 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 Kidango. In addition, the District may terminate this Subcontract for cause should Kidango 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 Kidango's services under this Subcontract and Kidango certifies its compliance with these provisions as follows: "Kidango certifies that Kidango has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Kidango's 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

Kidango, who may have contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Kidango 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 under this Subcontract.

Kidango initial: PM

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 Kidango 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 2012-13 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 subject matter of this Subcontract. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between the Parties are

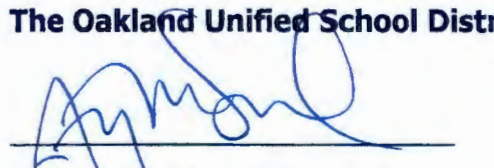
contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered, modified or otherwise changed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

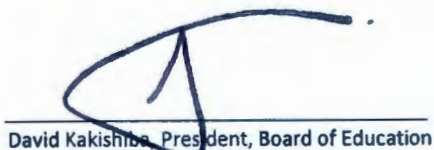
19. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference

Kidango, Inc


Paul Miller, Executive Director

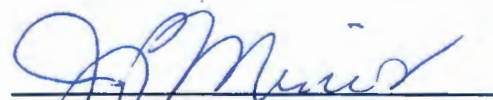
The Oakland Unified School District


Anthony Smith, PhD, Superintendent


David Kakishiba, President, Board of Education


Edgar Rakestraw
Secretary, Board of Education

Approved As to Form


Jacqueline Minor, General Counsel

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/eplsearch.do.

File ID Number: 12-3266
Introduction Date: 1-9-13
Enactment Number: 13-0073
Enactment Date: 1-9-13
By: H

**Subcontract
Between
The Oakland Unified School District
And
The YMCA of the Central Bay Area, Inc**

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and the YMCA of the Central Bay Area, previously known as the Berkeley-Albany YMCA ("YMCA"), with its main offices in Berkeley, California. The YMCA offers comprehensive child care and development programs in Berkeley, Albany and Emeryville for infants, toddlers and preschoolers.

RECITALS

WHEREAS, the Board of Education of the District on September 27, 2012 in Board Enactments 12-2472 and 12-2465 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2012-13 fiscal year; and

WHEREAS, the District is under earning its State Child Development contract for the 2012-13 fiscal year; and

WHEREAS, the 2012-13 fiscal year is the fifth fiscal year of under earning of the contract;

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex) which were deemed unusable and which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently under construction,

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 YMCA as a qualified subcontractor;

WHEREAS, the YMCA 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 responsible for managing and administering the subcontract with YMCA, may recover from the YMCA a 7.5% percent (7.5%) administrative contract management fee; and

WHEREAS, the YMCA has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and the YMCA agree to enter into this Subcontract and agree to the following terms and conditions:

- 1. Term:** This Subcontract shall become effective on the date approved by the Board of Education of the District and shall expire on July 1, 2013.
- 2. Subcontract Amount:** The District hereby agrees to subcontract an amount, not to exceed \$500,000 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2013 to the YMCA.
- 3. Subcontract Management and Administration Fee:** The YMCA 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 YMCA each month based on the invoice and this agreement.
- 4. Incorporation by Reference of Terms and Conditions:** The (a) Funding terms and conditions and program requirements for the California Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2012-13, 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 2012-13 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.
- 5. Identification of Specific Requirements:** (a) The YMCA will provide OUSD with the following documentation for each child claimed: 1) Current NOA for FY2012-13; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.
- 6. Reporting Requirements:** (a) The YMCA will submit 801A family file data online to the State Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month;

(b) YMCA will submit 801B data to the State 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 YMCA must submit the CDFS 8501 HR (for CSPP) and CDFS 9000 HR 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 10th day of every month for the reporting period ending of the previous month.

8. Notice: All final claims and invoices must be submitted no later than July 10, 2013. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail with postage prepaid to the other party at the address set forth below.

The District

Oakland Unified School District
Early Childhood Education Programs
746 Grand Avenue
Oakland, CA 94610
Attn: John Santoro, Director

The YMCA

YMCA Early Childhood Services
2009 10th Street
Berkeley, CA 94710
Attn: Pamm Shaw, Executive Director

9. Insurance

Workers Compensation Insurance: The YMCA 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 Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

General Liability Insurance: The YMCA 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 YMCA. The policy shall protect the YMCA and the District in the same manner as though each were separately issued.

10. Indemnification: The YMCA 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 YMCA 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 YMCA in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

11. Assignment: The obligations of the YMCA, under this Subcontract shall not be assigned by the YMCA 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 YMCA. In addition, the District may terminate this Subcontract for cause should the YMCA 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 YMCA's services under this Subcontract and the YMCA certifies its compliance with these provisions as follows: "the YMCA certifies that the YMCA has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all the YMCA's 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 YMCA, who may have contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. The YMCA 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 under this Subcontract.

YMCA initial: 

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.

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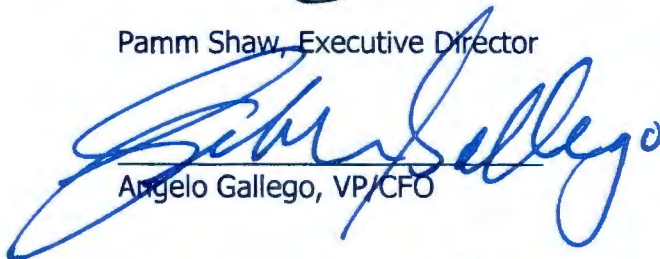
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The YMCA of the Central Bay Area, Inc

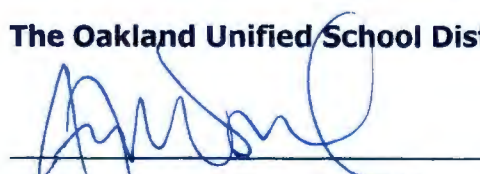


Pam Shaw, Executive Director

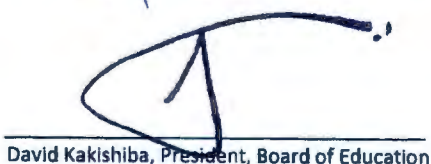


Angelo Gallego, VP/CFO

The Oakland Unified School District



Anthony Smith, PhD, Superintendent



David Kakishiba, President, Board of Education



Edgar Rakestraw
Secretary, Board of Education

Approved As to Form



Jacqueline Minor, General Counsel

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplis/search.do.

File ID Number: 12-3266

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Enactment Date: 1-9-13

By: 



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

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File #: 12-3266 **Version:** 1 **Name:** Subcontract Agreements - Kidango, Inc. and YMCA of the Central Bay Area - District Child Care Services - Early Childhood Education
Type: Agreement or Contract **Status:** Passed
File created: 1/9/2013 **In control:** [Teaching and Learning Committee](#)
On agenda: **Final action:** 1/9/2013
Enactment date: 1/9/2013 **Enactment #:** 13-0073
Title: Approval by Board of Education of Resolution No. 1213-0059, Authorizing Subcontracting, a portion of the District's Fiscal Year 2012-2013 Child Development Funds, with **Kidango, Inc.**, Fremont, CA, a Private, Not-for-Profit Child Development Agency and with the YMCA of the Central Bay Area, Inc., Berkeley, CA, in an amount not to exceed \$1,000,000 and \$500,000, respectively, and approving said subcontracts with same, pursuant to the terms and conditions thereof, for the provisions of child care services for School Year 2012-2013.
Attachments: 1. [12-3266 Subcontract Agreements - Kidango, Inc. and YMCA of the Central Bay Area - District Child Care Services - Early Childhood Education](#)
Contact: John.Santoro@ousd.k12.ca.us

[History \(1\)](#)
[Text](#)

1 record	Group	Export					
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
1/9/2013	1	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available