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Introduction Date	9/11/19
Enactment Number	19-1373
Enactment Date	9/11/19 lf



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Christie Herrera, Executive Director, Early Childhood Education

Board Meeting Date September 11, 2019

Subject Subcontract - The City of Oakland, Head Start Program (contractor) - Early Childhood Education

Action Requested and Recommendation Approval by the Board of Education of Resolution No. 1920-0155, authorizing a subcontract between the District and The City of Oakland, Head Start Program, Oakland, CA, a Not-for-Profit Child Development Agency, a portion of the District's Fiscal Year 2019-2020 Child Development funds, utilizing the California Department of Education, Grant Contract No. CCTR-9010, Project Number 01-6125-00-9, for the Early Childhood Education Department, for the period of July 1, 2019 through June 30, 2020, in an amount not to exceed \$250,000.00.

Background The current state child development grant contract is based upon more classrooms than the District has open or fully enrolled which impacts the ability to earn the full state contract amount. Under-earning the state contract means that the District may be at risk of permanently losing future funding. Subcontracting helps the District maintain the current level of state funding for preschool programs. State regulations authorize the District to subcontract with other entities that are recipients of State early childhood education funds. The District has identified The City of Oakland, Head Start Program, as qualified subcontractor. In addition, State regulations authorize the District, as the administrator of the Subcontract, to recover from The City of Oakland, Head Start Program, and an administrative contract management fee which will be approximately 7.5% of the subcontract amount.

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

Attachment

- Resolution No. 1920-0155
- Subcontract Agreement
- Certificate of Insurance

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1920-0155

RESOLUTION AUTHORIZING SUBCONTRACTING TO THE CITY OF OAKLAND, NONPROFIT PUBLIC BENEFIT CORPORATION, THRU ITS CHILD DEVELOPMENT AGENCY, A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2019-20 CHILD DEVELOPMENT FUNDING

WHEREAS, Oakland Unified School District ('the District') is under earning its State child development contract for the 2019-20 fiscal year; and

WHEREAS, the 2019-20 fiscal year is the twelfth fiscal year of under earning of the contract; and

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

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

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

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

WHEREAS, the District has identified The City of Oakland, a nonprofit public benefit corporation, with locations throughout Alameda County as a qualified subcontractors; and

WHEREAS, The City of Oakland serves children outside of the attendance areas of the District, but within Alameda County which may be served under the District's contract; and

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

WHEREAS, the District's ECE program, as the subcontracting entity, may recover from The City of Oakland seven and a half percent (7.5%) administrative contract management fee; and

WHEREAS, The City of Oakland has the facility capacity to earn the funds the District will subcontract; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The City of Oakland comply with all the terms and conditions in the original funding to the District, to subcontract amount of \$250,000 of the

District's State funding for Child Development Centers for the period of July 1, 2019 to June 30, 2020 to The City of Oakland; 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 City of Oakland with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$ 250,000 of the District's State funding for Child Development Centers for the period of July 1, 2019 to June 30, 2020 to The City of Oakland with and an administrative fee in the amount of \$ 18,750.00 payable by The City of Oakland to the District.

PASSED BY THE FOLLOWING VOTE:

PREFERENTIAL AYES: NONE

PREFERENTIAL NOES: Student Directors Garibo and Smith-Dahl

AYES: Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Jody London and President Aimee Eng

NAYS: Roseann Torres and Shanthy Gonzales

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held on September 11, 2019.



Secretary, Board of Education
Oakland Unified School District

Subcontract
Between
The Oakland Unified School District
And
The City of Oakland, Head Start Program

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and The City of Oakland of 150 Frank Ogawa Plaza with its main offices in Oakland, California. The City of Oakland offers comprehensive child care and development programs in Oakland for preschoolers.

RECITALS

WHEREAS, THE Board of Education accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2019-20 fiscal year; and

WHEREAS, the District is anticipating under earning its State Child Development contract for the 2019-20 fiscal year;

WHEREAS, the 2019-20 fiscal year is the twelfth fiscal year of under earning of the contract;

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

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

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

WHEREAS, the District has identified The City of Oakland as a qualified subcontractor;

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

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

WHEREAS, The City of Oakland has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and The City of Oakland agree to enter into this Amendment 01 Subcontract and agree to the following terms and conditions:

- 1. Term:** This Subcontract shall become effective on July 1, 2019 the date approved by the Board of Education of the District and shall expire on July 1, 2020.
- 2. Subcontract Amount:** The District hereby agrees to subcontract the amount of \$250,000 from the CCTR- 9010 contract of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2020.

Contract #	Minimum child days of enrollment	Maximum rate per child day of enrollment payable	Maximum Reimbursable amount
CCTR-9010	4880.91	\$ 51.22	\$ 250,000

- 3. Subcontract Management and Administration Fee:** The City of Oakland 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 City of Oakland each month based on the invoice and this agreement.

- 4. Incorporation by Reference of Terms and Conditions:** The (a) Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2019-20 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 2019-20 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.

- 5. Identification of Specific Requirements:** (a) The City of Oakland to make available to OUSD the following documentation for each child claimed: 1) Current NOA for FY 2019-20; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.

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

- 7. Payment Process Required Documentation:** (a) All monthly attendance accounting documentation must be submitted by contract type and match (exactly) the 801A file that is submitted by the agency to the Child Development Division; (b) All claims must be supported by (exactly) the 9400 report; (c) The City of Oakland must submit the CDFS 9500 (for CCTR) report of attendance and expenditures to OUSD as required; (d) all monthly attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 1st, 2nd, 3rd and 4th quarter of FY 2019-20.

8. Notice: All final claims and invoices must be submitted by The City of Oakland to OUSD no later than July 09, 2020. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent electronically to the other party at the address set forth below.

The District

Oakland Unified School District
Early Childhood Education
1025 4th Avenue
Oakland, CA 94606
Attn: Christie Herrera, ECE Director

The City of Oakland

City of Oakland Head Start/Early Head Start Program
Human Services Department
150 Frank Ogawa Plaza, Ste 5352
Attn: Sara Bedford, Department Director

9. Insurance

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

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

- 10. Indemnification:** The City of Oakland 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 City of Oakland 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 City of Oakland in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.
- 11. Assignment:** The obligations of The City of Oakland, under this Subcontract shall not be assigned by The City of Oakland 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 City of Oakland In addition, the District may terminate this Subcontract for cause should The City of Oakland fail to perform any part of this Subcontract. In the event that the State Department of Education determines the need to reduce funding levels for OUSD contracts, OUSD maintains the right to reduce the amount of the subcontract or terminate the subcontract agreement within 90 days provided a written notice.
- 14. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to The City of Oakland under this Subcontract and The City of Oakland certifies its compliance with these provisions as follows: ("The City of Oakland certifies that The City of Oakland has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all The City of Oakland 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 City of Oakland, who may have contact with the District pupils in

the course of providing services pursuant to the Subcontract, and the California Department of Education determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. The City of Oakland further certifies that it has received and reviewed fingerprint results for each of its Employees and has requested and reviewed subsequent arrest records for all providing services and this Subcontract.

The City of Oakland:



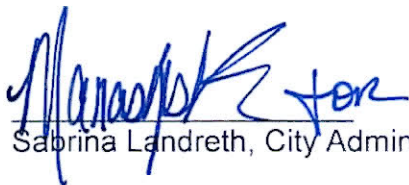
15. **No Rights in Third Parties:** This Subcontract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

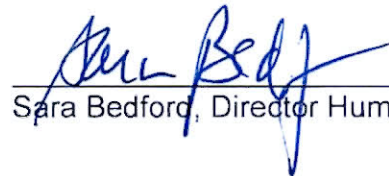
17. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to The City of Oakland absent formal approval. This Subcontract shall be 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 19-20 terms and conditions shall remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire understanding and agreement between the Parties in connection with the subject matter of this Subcontract. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in writing.

The City of Oakland



Sabrina Landreth, City Administrator



Sara Bedford, Director Human Services Department

The Oakland Unified School District



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



Aimee Eng
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By:  Attorney at Law

File ID Number	<u>19-1687</u>
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OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

CITY OF OAKLAND CERTIFICATE OF SELF-INSURANCE

CERTIFICATE HOLDER: Oakland Unified School District
900 High Street
Oakland, Ca 94601

LOCATION OF OPERATION: West Grand; Arroyo Viejo; Lion Creek Crossings; San Antonio Park; and Broadway
Early Head Start Program in the City of Oakland.

DESCRIPTION OF ACTIVITY: Early Head Start/OSD Child Care Program Services

DATE(S) OF COVERAGE: 8/12/2019 through 6/30/2020

CERTIFICATE ISSUER: CITY OF OAKLAND
HUMAN RESOURCES MANAGEMENT
RISK MANAGEMENT DIVISION
150 Frank Ogawa Plaza, 3rd Floor
Oakland, CA 94612
510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

Type of Coverage(s)	Self-Insured Limit(s)
I. General Liability:	\$1,000,000 ea, occurrence
II. Auto Liability:	\$1,000,000 CSL
III. Workers' Compensation And Employers' Liability	Statutory Limits E.L. each accident \$1,000,000 E.L. Disease—ea. Employee \$1,000,000 E.L. Disease—Policy Limit \$1,000,000
<p>SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event:</p> <ul style="list-style-type: none"> • Oakland Unified School District, 900 High Street, Oakland, CA 94601 	
<p>Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder.</p>	
<p>It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.</p>	
<p><i>Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.</i></p>	

DATE ISSUED: June 17, 2019

CERTIFICATE EXPIRES: June 30, 2020

Deborah Grant

AUTHORIZED SIGNATURE
RISK MANAGER

WHEREAS, the estimated amount of \$185,000 received by City, with offsetting revenue, is appropriated to the California Department of Education Fund (2138), HS Classroom and Seasonal Org (78231), Early Head Start FY19-20 CCTR Project (1004478) CCTR, Strengthening Children, Youth & Families Program (YS13), as included in the FY2019-20 Proposed Budget contingent upon City Council adoption; and be it

WHEREAS, the City of Oakland has the facility capacity to earn the funds the District will subcontract; and

WHEREAS, due to administrative cost limitations of the contract, a contribution from the General Purpose Fund to cover Central Service Overhead costs estimated at \$33,670, has been included in the FY2019-20 Proposed Budget contingent upon City Council adoption; now therefore be it

RESOLVED: That the City Administrator is authorized to enter into a subcontract with Oakland Unified School District to receive funding in an estimated net amount of \$185,000 to provide Early Head Start/General Child Care Services to eligible participants, from birth to three years old, effective July 1, 2019 through June 30, 2020; and be it

FURTHER RESOLVED: That due to administrative cost limitations of the contract, a contribution from the General Purpose Fund is hereby authorized to cover Central Service Overhead costs estimated at \$33,670, as included in the FY2019-20 Proposed Budget contingent upon City Council adoption; and be it

FURTHER RESOLVED: If additional funding becomes available from Oakland Unified School District within the grant funding period, July 1, 2019 – June 30, 2020, the City Administrator or her designee is authorized to accept and appropriate grant funds and amend the subcontract with Oakland Unified School District to receive additional funds without returning to Council; and be it

IN COUNCIL, OAKLAND, CALIFORNIA,

JUN 18 2019

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND
PRESIDENT KAPLAN - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:



LATONDA SIMMONS
City Clerk and Clerk of the Council of the
City of Oakland, California

FILED
OFFICE OF THE CITY CLERK
OAKLAND

Aracana
City Attorney's Office

2019 MAY 30 PM 5:20

OAKLAND CITY COUNCIL

RESOLUTION NO. 87781 - C.M.S.

RESOLUTION TO: 1) AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A SUB-CONTRACT WITH OAKLAND UNIFIED SCHOOL DISTRICT TO RECEIVE STATE FUNDING IN AN ESTIMATED AMOUNT OF \$185,000 TO PROVIDE CALIFORNIA GENERAL CHILD CARE SERVICES TO ELIGIBLE PARTICIPANTS, AGES BIRTH TO THREE YEARS OLD, EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020; AND 2) AUTHORIZE THE GENERAL PURPOSE FUND CONTRIBUTION INCLUDED IN THE FY 2019-20 PROPOSED BUDGET IN THE AMOUNT OF \$33,670 TO COVER CENTRAL SERVICE OVERHEAD COSTS

WHEREAS, Oakland Unified School District (the "District") is a California Department of Education (CDE) contractor of California General Child Care (CCTR) funding for the 2019-20 fiscal year; and

WHEREAS, the District can utilize their CCTR contract funding to provide quality early childhood education services to eligible children, ages birth to three years old enrolled in the Head Start Child Development Centers; and

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

WHEREAS, the District has identified the City of Oakland as a qualified subcontractor to serve children, ages birth to three years old; and

WHEREAS, the City of Oakland 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; and

WHEREAS, the City will receive an estimated net amount of \$185,000, with the potential for additional funds, if available, from July 1, 2019 through June 30, 2020, from the District; and

WHEREAS, the District and City, as subcontractor, will enter into a contract in an amount not to exceed \$200,000 and the District, as the subcontracting entity responsible for managing and administering the subcontract with the City of Oakland will retain a 7.5 percent (7.5%) administrative contract management fee, which is estimated at \$15,000; and