

Board Office Use: Legislative File Info.	
File ID Number	14-0518
Introduction Date	4-23-14
Enactment Number	
Enactment Date	



Memo

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

Board Meeting Date

(To be completed by Procurement)

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

Action Requested Approval of Subcontract between Oakland Unified School District and Spanish Speaking Unity Council. A Portion of the District Child Development funding for the period of July 1, 2013 through June 30, 2014.

Background
A one paragraph explanation of why the consultant's services are needed.
 The current state child development grant contract is based upon more classrooms than the District has open or fully enrolled which impacts the ability to earn the full state contract amount. Under-earning the state contract means that the District may be at risk of permanently losing future funding. Subcontracting helps the District maintain the current level of state funding for preschool programs. State regulations authorize the District to subcontract with other entities that are recipients of State early childhood education funds. The District has identified The Spanish Speaking Unity Council, as qualified subcontractor. In addition, State regulations authorize the District, as the administrator of the Subcontracts, to recover from The Spanish Speaking Unity Council, an administrative contract management fee which will be approximately 7.5% of the subcontract amount.

Discussion
One paragraph summary of the scope of work.
 Approval by Board of Education of Resolution No. 1314-1031, Authorizing Subcontracting, a portion of the District's Fiscal Year 2013-2014 Child Development Funds, with Spanish Speaking Unity Council, Oakland, CA, a Not-for-Profit Child Development Agency, for the provisions of child care services for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$100,000.00.

Recommendation Approval of Subcontract between Oakland Unified School District and Spanish Speaking Unity Council. A Portion of the District Child Development funding for the period of July 1, 2013 through June 30, 2014.

Fiscal Impact Funding resource name: 5225, 6105 Child Development (F12) will be subcontracted, due to under earnings, an amount not to exceed \$100,000.00. The District will earn an administrative fee for the subcontract of approximately \$7,500.00.

- Attachments**
- Resolution No. 1314-1031
 - Subcontract Agreement
 - Certificate of Insurance

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1314-1031

**RESOLUTION AUTHORIZING SUBCONTRACTING TO THE SPANISH SPEAKING UNITY COUNCIL
A PRIVATE, NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY A PORTION OF THE OAKLAND
UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2013-14 CHILD DEVELOPMENT FUNDING**

WHEREAS, Oakland Unified School District ('the District') is under earning its State child development contract for the 2013-14 fiscal year; 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, and 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 staff employed by the District to serve children in the ECE program; and

WHEREAS, the District has identified The Spanish Speaking Unity Council, a nonprofit public benefit corporation, with locations throughout Alameda County as a qualified subcontractors; and

WHEREAS, The Spanish Speaking Unity Council have children outside of the attendance areas of the District, but within Alameda County which may be served under the District's contract; and

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

WHEREAS, the District's ECE program, as the subcontracting entity, may recover from The Spanish Speaking Unity Council fifteen percent (7.5%) administrative contract management fee; and

WHEREAS, The Spanish Speaking Unity Council has the facility and capacity to earn the funds the District will subcontract; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The Spanish Speaking Unity Council with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$100,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014, to The Spanish Speaking Unity Council.

PASSED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAINED:

ABSENT:

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 April 23, 2014.

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

Subcontract
Between
The Oakland Unified School District
And
The Spanish Speaking Unity Council

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and The Spanish Speaking Unity Council of 1900 Fruitvale Avenue with its main offices in Oakland, California. The Spanish Speaking Unity Council offers comprehensive child care and development programs in Oakland for preschoolers.

RECITALS

WHEREAS, the Board of Education of the District on January 9, 2013 in Board Enactments 13-0073 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2013-14 fiscal year; and

WHEREAS, the District is anticipating under earning its State Child Development contract for the 2013-14 fiscal year;

WHEREAS, the 2013-14 fiscal year is the sixth 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, Stonehurst Centers) which were deemed unusable and which the District is in the process of replacing.

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, including opening of Stonehurst and Arroyo Child Development Centers in 2013-14.

WHEREAS, the District has identified The Spanish Speaking Unity Council as a qualified subcontractor;

WHEREAS, The Spanish Speaking Unity Council has many years of experience in providing quality and comprehensive child care and early childhood education, has

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The Spanish Speaking Unity Council comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$100,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014 to The Spanish Speaking Unity Council; 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 Spanish Speaking Unity Council with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$100,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014, to The Spanish Speaking Unity Council.

PASSED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAINED:

ABSENT:

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 April 23, 2014.

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

Subcontract
Between
The Oakland Unified School District
And
The Spanish Speaking Unity Council

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and The Spanish Speaking Unity Council of 1900 Fruitvale Avenue with its main offices in Oakland, California. The Spanish Speaking Unity Council offers comprehensive child care and development programs in Oakland for preschoolers.

RECITALS

WHEREAS, the Board of Education of the District on January 9, 2013 in Board Enactments 13-0073 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2013-14 fiscal year; and

WHEREAS, the District is anticipating under earning its State Child Development contract for the 2013-14 fiscal year;

WHEREAS, the 2013-14 fiscal year is the sixth 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, Stonehurst Centers) which were deemed unusable and which the District is in the process of replacing.

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, including opening of Stonehurst and Arroyo Child Development Centers in 2013-14.

WHEREAS, the District has identified The Spanish Speaking Unity Council as a qualified subcontractor;

WHEREAS, The Spanish Speaking Unity Council has many years of experience in providing quality and comprehensive child care and early childhood education, has

experience in administering subcontracts with Local Education Agencies, such as the District, and has no audit, performance or fiscal exceptions that would make it ineligible to subcontract with the District;

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

WHEREAS, The Spanish Speaking Unity Council has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and The Spanish Speaking Unity Council agree to enter into this Subcontract and agree to the following terms and conditions:

1. **Term:** This Subcontract shall become effective on the date approved by the Board of Education of the District and shall expire on July 1, 2014.
2. **Subcontract Amount:** The District hereby agrees to subcontract from the CSPP-3019 and the CCTR- 3009 Contract with a combined amount, not to exceed \$100,000.00 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2014.
3. **Subcontract Management and Administration Fee:** The Spanish Speaking Unity Council agrees that the District will withhold a management and administration fee of 7.5% to cover the expenses incurred by the District in managing and administering the Subcontract. Said fee shall be deducted from the gross amount due to The Spanish Speaking Unity Council each month based on the invoice and this agreement.
4. **Incorporation by Reference of Terms and Conditions:** The (a) Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2013-14 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 2013-14 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.
5. **Identification of Specific Requirements:** (a) The Spanish Speaking Unity Council make available to OUSD following documentation for each child claimed: 1) Current NOA for FY2013-14; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.

6. Reporting Requirements: (a) The Spanish Speaking Unity Council will submit 801A family file data online to the California Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month; (b) The Spanish Speaking Unity Council will submit 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 Spanish Speaking Unity Council must submit the CDFS 8501 HR (for CSPP) and CDFS 9500 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, 2014. 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 Programs
746 Grand Avenue
Oakland, CA 94610
Attn: Lynne Martin, Director

Spanish Speaking Unity Council

Children and family services
1155 35th Avenue
Oakland, CA 94601
Attn: Chris Iglesias, CEO

9. Insurance

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

General Liability Insurance: The Spanish Speaking Unity Council shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached. Inclusion of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against The Spanish Speaking Unity Council. The policy shall protect The Spanish Speaking Unity Council and the District in the same manner as though each were separately issued.

10. Indemnification: The Spanish Speaking Unity Council agrees to hold harmless, indemnify, and defend the District and its Board of Education, officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Subcontract. The Spanish Speaking Unity Council also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to The Spanish Speaking Unity Council in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

11. Assignment: The obligations of The Spanish Speaking Unity Council, under this Subcontract shall not be assigned by The Spanish Speaking Unity Council without the express prior written consent of the District.

12. Waiver: No delay or omission by either party in exercising any right under this Subcontract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Subcontract.

13. Termination: the District may at any time terminate this Subcontract upon 90 day written notice to The Spanish Speaking Unity Council. In addition, the District may terminate this Subcontract for cause should The Spanish Speaking Unity Council fail to perform any part of this Subcontract. In the event that the State Department of Education determines the need to reduce funding levels for OUSD contracts, OUSD maintains the right to reduce the amount of the subcontract or terminate the subcontract agreement within 90 days provided a written notice.

remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire understanding and agreement between the Parties in connection with the subject matter of this Subcontract. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing

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

Spanish Speaking Unity Council



Chris Iglesias, CEO

The Oakland Unified School District



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

David Kakishiba
President, Board of Education

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 Organizations(s)
Oakland Unified School District

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

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:

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