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| File ID Number    | <b>13-2315</b> |
| Introduction Date | 10-23-13       |
| Enactment Number  | 13-2196        |
| Enactment Date    | 10-23-13       |
| By                |                |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# MEMO

**TO** Board of Education

**FROM** Gary Yee, Ed.D., Acting Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations  
Lynne Martin, Director, Early Childhood Education

**BOARD MEETING DATE** October 23, 2013

**SUBJECT** **AUTHORIZATION TO SUBCONTRACT WITH THE YMCA OF THE CENTRAL BAY AREA AND THE SALVATION ARMY, A PORTION OF THE DISTRICT'S FISCAL YEAR 2013-2014 CHILD DEVELOPMENT FUNDING AND APPROVAL OF SUBCONTRACT AGREEMENTS**

**ACTION REQUESTED** Approval of Resolution Authorizing the District to Subcontract the YMCA of the Central Bay Area and the Salvation Army a portion of the District's FY 2013-14 Child Development Funds and Approval of the Subcontracts.

**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 the YMCA of the Central Bay Area, previously known as the Berkeley-Albany YMCA, and the Salvation Army with locations throughout Alameda County as qualified subcontractors. The District seeks to subcontract an amount, not to exceed \$600,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014 to YMCA of the Central Bay Area and the Salvation Army. In addition, State regulations authorize the District, as the administrator of the Subcontracts to recover from the YMCA of the Central Bay Area and the Salvation Army 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 the YMCA of the Central Bay Area and the Salvation Army a portion of the District's FY 2013-14 child development funds and approval of the Subcontracts with the YMCA and the Salvation Army will help to protect the District's State Funding from reductions in future years.

**RECOMMENDATION**

Approval of Resolution Authorizing the District to Subcontract with the YMCA of the Central Bay Area and the Salvation Army a portion of the District's FY 2013-14 Child Development Funds and Approval of the Subcontracts with both entities.

**FISCAL IMPACT**

Child Development Fiscal Year 2013-14 Grant will be reduced due to under earnings in an amount not to exceed \$600,000, of which the amount for the YMCA of the Central Bay Area is \$400,000 and the amount for the Salvation Army is \$200,000. The District will earn an administrative fee for both subcontracts of approximately \$45,000.

**ATTACHMENTS**

- Resolution 1314-0042
- Subcontract with the YMCA of the Central Bay Area
- Subcontract with the Salvation Army



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

**Resolution No. 1314-0042**

**RESOLUTION AUTHORIZING SUBCONTRACTING TO THE YMCA OF THE CENTRAL BAY AREA AND THE SALVATION ARMY, A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2013-14 CHILD DEVELOPMENT FUNDING.**

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**WHEREAS**, Oakland Unified School District ('the District') is under earning its State child development contract for the 2013-14 fiscal year; and

**WHEREAS**, the 2013-14 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 the YMCA of the Central Bay Area of previously known as the Berkeley Albany YMCA, and the Salvation Army of Oakland as qualified subcontractors; and

**WHEREAS**, the YMCA of the Central Bay Area and the Salvation Army 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 YMCA of the Central Bay Area and the Salvation Army 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 the YMCA of the Central Bay Area and the Salvation Army a seven point five (7.5%) administrative contract management fee; and

**WHEREAS**, the YMCA of the Central Bay Area and the Salvation Army 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 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 \$400,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014, to the YMCA of the Central Bay Area; and

**BE IT RESOLVED** that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that the Salvation Army comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$200,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014, to the Salvation Army.

**PASSED BY THE FOLLOWING VOTE:**

**AYES:** Jody London, Roseann Torres, James Harris,  
Vice President Jumoke Hinton Hodge and President David Kakishiba

**NAYS:** None


**ABSTAINED:** None

**ABSENT:** Anne Campbell Washington and Christopher Dobbins


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 October 23, 2013.

  
\_\_\_\_\_  
David Kakishiba  
President, Board of Education

10/23/13

  
\_\_\_\_\_  
Gary Yee, Ed.D.  
Acting Superintendent  
Secretary, Board of Education

10/23/13

File ID Number: 13-2315  
Introduction Date: 10-23-13  
Enactment Number: 13-2196  
Enactment Date: 10-23-13  
By: 



**Subcontract**  
**Between**  
**The Oakland Unified School District**  
**And**  
**YMCA of the Central Bay Area/Early Childhood Services**

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and the YMCA of the Central Bay Area, 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 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 2012-13 fiscal year; and

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

**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 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, 2014.

**1. Subcontract Amount:** The District hereby agrees to subcontract an amount, not to exceed \$400,000.00 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2014.

**2. 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 Salvation Army each month based on the invoice and this agreement.

**3. 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.

**4. Identification of Specific Requirements:** (a) The YMCA 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.

**5. Reporting Requirements:** (a) The Head Start will submit 801A family file data online to the California Department of Education, Child Development Division no later than the 10<sup>th</sup> of every month for the service period of the



previous month;

(b) YMCA 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 YMCA must submit the CDFS 8501 HR (for CSPP) and CDFS 9400 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 10<sup>th</sup> day of every month for the reporting period ending of the previous month.

**7. 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

### **The YMCA**

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

### **7. 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 Head Start 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 C'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 Education 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 and this Subcontract.

**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 YMCA 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.

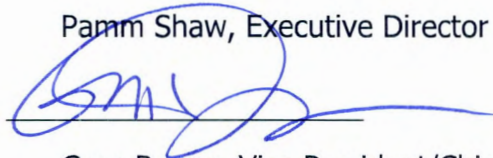
**18. Integration/Entire Subcontract of Parties:** Except as expressly provided in this Subcontract, all other ***FY 2013-14 terms and conditions*** shall remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire understanding and agreement between the 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 a writing

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

**Head Start**

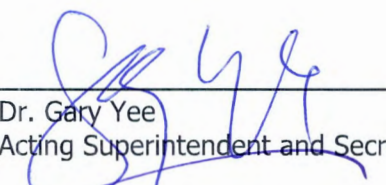


Pam Shaw, Executive Director



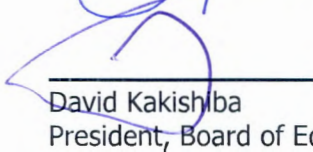
Greg Brown, Vice President/Chief Financial Officer

**The Oakland Unified School District**



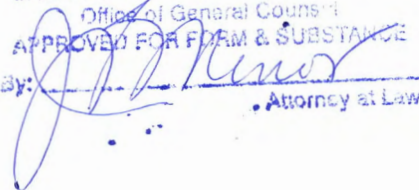
10/23/13

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



10/23/13

David Kakishiba  
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
BY:   
Attorney at Law

OUSD certifies that OUSD nor the Contractor appears on the Excluded Parties List at:  
<https://www.sam.gov/portal/public/SAM>



signed by each party.

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**Subcontract  
Between  
The Oakland Unified School District  
And  
Salvation Army**

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and the Salvation Army, with its offices in Oakland, California. Salvation Army is a childcare provider, offering childcare programs throughout Alameda County for infants, toddlers and preschoolers.

**RECITALS**

**WHEREAS**, the Board of Education of the District on April 10, 2013 in Board Enactment 13-0624 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 2013-14 fiscal year; and

**WHEREAS**, the 2013-14 fiscal year is the sixth fiscal year of under earning of the contract;

**WHEREAS**, the District has under earned the Site contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo, Centro Annex and the 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;

**WHEREAS**, the District has identified Salvation Army, a nonprofit public benefit corporation, with locations throughout Alameda County, as a qualified subcontractor;



**WHEREAS**, Salvation Army 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 Salvation Army, may recover from Salvation Army a 7.5 percent (7.5%) administrative contract management fee; and

**WHEREAS**, Salvation Army has the facility capacity to earn the funds the District will subcontract;

**RESOLVED**, that the District and Salvation Army 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 and CCTR Contracts an amount, not to exceed \$ 200,000 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2014 to Salvation Army.
3. **Subcontract Management and Administration Fee:** Salvation Army 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 Salvation Army 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 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, and incorporated by reference herein and apply without change or modification to this Subcontract.
5. **Identification of Specific Requirements:** (a) Salvation Army 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) Salvation Army will submit 801A family file data online to the State Department of Education, Child Development Division no later than the 10<sup>th</sup> of every month for the service period of the previous month; (b) Salvation Army 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) Salvation Army must submit the CDPS 8501 HR (for CSPP) and CDPS 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 10<sup>th</sup> 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 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 Salvation Army Booth  
Memorial CDC/EHS/HS**

2794 Garden Street Oakland,  
CA 94538  
Attn: Cheryl Murray, Program Director

**9. Insurance**

**Workers Compensation Insurance:** Salvation Army 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:** Salvation Army 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 Salvation Army. The policy shall protect Salvation Army and the District in the same manner as though each were separately issued.

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

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

Salvation Army 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 Salvation Army 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 2013-14 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

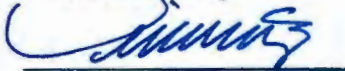


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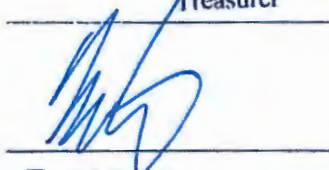
contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered, modified or otherwise changed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

**Salvation Army**



VICTOR R. DOUGHTY  
Treasurer



Tom Melott  
Assistant Treasurer

**The Oakland Unified School District**



10/23/13  
Dr. Gary Yee  
Acting Superintendent and Secretary, Board of Education



10/23/13  
David Kakishiba  
President, Board of Education

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

By:   
Attorney at Law

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By:

OUSD certifies that OUSD nor the Contractor appears on the Excluded Parties List at:

<https://www.sam.gov/portal/public/SAM>