

Board Office Use: Legislative File Info.	
File ID Number	17-2466
Introduction Date	12/13/17
Enactment Number	17-1810
Enactment Date	12/13/17



**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

## Memo

To: Board of Education

From: Kyla Johnson-Trammell Superintendent

Board Meeting Date  
(To be completed by \_\_\_\_\_  
Procumbent)

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, 2017 through June 30, 2018.

**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 Spanish Speaking Unity Council, as qualified subcontractor.

**DISCUSSION:**

Approval by the Board of Education of the subcontract with Spanish Speaking Unity Council in an effort to protect the district's State funding reductions in future years.

**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, 2017 through June 30, 2018.

**FISCAL IMPACT:**

Funding resource name: 6105 General Child Development program (CCTR) will subcontract services for an amount not to exceed \$350,000.00 The District will earn an administrative fee for the subcontract of approximately \$26,250.00

Attachments

- Resolution No. 1718-0102
- Subcontract Agreement
- Certificate of Insurance



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 17-2466

**Department:** Early Childhood Education

**Vendor Name:** Spanish Speaking Unity Council

**Contract Term:** Start Date: 07/01/2017 End Date: 06/30/2018

**Annual Cost:** \$ 0.00

**Approved by:** General Council

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Expertise in providing quality, comprehensive child care and education.

**Summarize the services this Vendor will be providing.**

The vendor will provide Early Childhood Education and facilities to help the District fulfill the State grant contract.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**RESOLUTION**  
**OF THE**  
**BOARD OF EDUCATION**  
**OF THE**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Resolution No. 1718-0102**

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**RESOLUTION AUTHORIZING SUBCONTRACT 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 2017-18 CHILD DEVELOPMENT FUNDING**

**WHEREAS**, Oakland Unified School District ('the District') is under earning its State child development contract for the 2017-18 fiscal year; and

**WHEREAS**, the 2017-18 fiscal year is the tenth 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 Early Childhood Education 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 Early Childhood Education 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 subcontractor; 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 Early Childhood Education program, as the subcontracting entity, may recover from the Spanish Speaking Unity Council seven and a half 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; 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 comply with all terms and conditions in the original funding to the District, to subcontract an amount not to exceed \$350,000.00 of the District's State funding for Child Development Centers for the period of July 1, 2017 through June 30, 2018 to the Spanish Speaking Unity Council with an administrative fee in the amount of \$26,625.00, payable by the Spanish Speaking Unity Council to the District.

**PASSED BY THE FOLLOWING VOTE:**

**AYES:** Jody London, Aimee Eng, Shanthi Gonzales, Vice President Nina Senn, President James Harris

**NAYS:** None

**ABSTAINED:** Jumoke Hinton Hodge, Roseann Torres

**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 December 13, 2017.



Kyla Johnson-Trammell  
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 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2017-18 fiscal year; and

**WHEREAS**, the District is anticipating under earning its State Child Development contract for the 2017-18 fiscal year;

**WHEREAS**, the 2017-18 fiscal year is the eighth 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, Yuck 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 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 July 1, 2017 the date approved by the Board of Education of the District and shall expire on July 1, 2018.
2. **Subcontract Amount:** The District hereby agrees to subcontract the amount of \$350,000 from the CCTR- 7009 Contract of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2018.

Contract #	Resource #	Minimum Child days of enrollment	Maximum rate per child day of enrollment payable	Maximum Reimbursable amount
CCTR -7009	6105	7215	\$ 48.51	\$ 350,000

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 2017-18 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 2017-18 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 to make available to OUSD the following documentation for each child claimed: 1) Current NOA for FY 2017-18; 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 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 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>rd</sup> quarter of FY 2017-18.



**8. Notice:** All final claims and invoices must be submitted by the SSUC to OUSD no later than July 09, 2018. 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 4<sup>th</sup> Avenue  
Oakland, CA 94606  
Attn: Christie Anderson, Director

**Spanish Speaking Unity Council**

Children and Family Services  
1155 35th Avenue  
Oakland, CA 94601  
Attn: Elizabeth Crocker, Vice President for Children and Family Services

**9. Insurance**

**Workers Compensation I 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.
- 14. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to The Spanish Speaking Unity Council services under this Subcontract and The Spanish Speaking Unity Council certifies its compliance with these provisions as follows: ("The Spanish Speaking Unity Council certifies that The Spanish Speaking Unity Council has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all The Spanish Speaking Unity Council 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 Spanish Speaking Unity Council, who may have

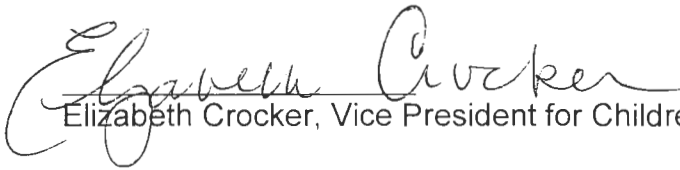
contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Education determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. The Spanish Speaking Unity Council 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 Spanish Speaking Unity Council: 

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 Spanish Speaking Unity Council 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 '2017-18' 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.

**Spanish Speaking Unity Council**



Elizabeth Crocker, Vice President for Children and Family Services

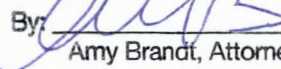
**The Oakland Unified School District**



Kyla Johnson Trammell  
Superintendent and Secretary, Board of Education

  
James Harris  
President, Board of Education

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

By:   
Amy Brandt, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Der Manouel Insurance & Financial Services, Inc. 548 W Cromwell Ave Ste 101 Fresno, CA 93711	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>(559) 447-4600</b>	FAX (A/C, No): <b>(559) 447-4586</b>
	E-MAIL ADDRESS: <b>info@dmig.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Great American Insurance Co.</b>	NAIC # <b>16691</b>
	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

<b>INSURED</b>  The Unity Council 1900 Fruitvale Ave, Suite 2A Oakland, CA 94601	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>X</b> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PAC1437909	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<b>X</b> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1437910	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>X</b> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			EXC1437911	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			PAC1437909	10/01/2017	10/01/2018	<b>Agg \$2M/ Occ \$1M</b>	
A	Sexual Misconduct			PAC1437909	10/01/2017	10/01/2018	<b>Incl In GL Limits</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: OUSD ECE Subcontract  
 Endorsement Attached: CG2026 04 13

<p><b>CERTIFICATE HOLDER</b></p> <p>Oakland Unified School District                  Risk Management                  900 High Street                  Oakland, CA 94601</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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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.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17-18

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

DATE: July 01, 2017

CONTRACT NUMBER: CCTR-7009

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 01-6125-00-7

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2017 designated as number CCTR-7009 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,114,624.00 and inserting \$2,368,501.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$43.31 and inserting \$48.51 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 48,825.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be 240. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
VALARIE BLISS,		James Harris	
PRINTED NAME OF PERSON SIGNING		President, Board of Education	
TITLE		ADDRESS	
CONTRACT MANAGER		Kyla R. Johnson-Trammell	
AMOUNT ENCUMBERED BY THIS DOCUMENT		Child Development Programs	
\$ 253,877		(OPTIONAL USE)	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		See Attached	
\$ 2,114,624		ITEM	CHAPTER
TOTAL AMOUNT ENCUMBERED TO DATE		STATUTE	FISCAL YEAR
\$ 2,368,501		See Attached	
OBJECT OF EXPENDITURE (CODE AND TITLE)		702	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
See Attached			

Department of General Services use only

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-7009

*Amendment 01*

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 612,162	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 612,162	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 281,387	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 281,387	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 253,877	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,221,075	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,474,952	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.  SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	