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Enactment Number	23-1096
Enactment Date	6/7/2023 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Learning

Meeting Date June 7, 2023

Subject Subcontract to provide to The Spanish Speaking Unity Council of Alameda County, Inc. dba The Unity Council with a portion of the District's Fiscal Year 2022-23 child development funding.

Ask of the Board Approval by the Board of Education of Resolution No. 2223-0168 - Authorizing Subcontract to The Spanish Speaking Unity Council a Portion of District's Fiscal Year 2022-23 Child Development Funding

Background The 2022-23 fiscal year in the fifteenth year in which the District expects to under-earn its contract with the State for Child Development funding. If a recipient of such funding is not able to fulfill its contract, it can lose its allocation and it is extremely difficult to get it back. Subcontracting helps the District fulfill its contract and maintain its current level of state funding.

Discussion After issuing an RFP last fiscal year, the District selected The Spanish Speaking Unity Council as one of three entities with which the District seeks to subcontract. The attached agreement would allocate \$277,366.64 to The Spanish Speaking Unity Council from the District's Child Development funding. The agreement will cover 2022-23.

Fiscal Impact Funding Resource Name: 6105 General Child Care and Development Program (CCTR) will subcontract services for an amount not to exceed \$277,366.64.

Attachment(s)

- Resolution No. 2223-0168 - Authorizing Subcontract to The Spanish Speaking Unity Council a Portion of District's Fiscal Year 2022-23 Child Development Funding
- Services Agreement with The Spanish Speaking Unity Council
- General Liability Insurance
- RFP Documents
- CCD30B
- Letter of Approval for The Spanish Speaking Unity Council dated 7/6/2021
- 22-1637 CCTR Grant Award – California Department of Social Services

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

Resolution No. 2223-0168

AUTHORIZING SUBCONTRACT TO THE SPANISH SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC., DBA THE UNITY COUNCIL, A PORTION OF DISTRICT'S FISCAL YEAR 2022-23 CHILD DEVELOPMENT FUNDING

WHEREAS, Oakland Unified School District ('the District') is under earning its State child development contract for the 2022-23 fiscal year: and

WHEREAS, the 2022-23 fiscal year is the fifteenth 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 Early Childhood Education program; and

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

WHEREAS, The Spanish Speaking Unity Council has many years of experience in providing quality and comprehensive childcare 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 Spanish Speaking Unity Council has the facility capacity to earn the funds the District will subcontract; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Education ("Board") hereby approves the Services Agreement, incorporated herein by reference, with The Spanish Speaking Unity Council of Alameda County, Inc., dba The Unity Council ("Council"), subcontracting thereto that identified portion of the 2022-23 District's State Contract 6105/General Child Development Program (CCTR), in an amount not to exceed \$277,366.64, **with no administrative fee**, for the term January, 4 2022 through June 30, 2023, subject to the Council complying with any and all applicable terms and conditions of the State Contract; and

PASSED BY THE FOLLOWING VOTE:

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President Clifford Thompson, President Mike Hutchinson

NAYS: None

ABSTAINED:None

RECUSED: None

ABSENT: Natalie Gallegos Chavez (Student Director), Linh Le (Student Director), (Vacancy)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 7, 2023.

Legislative File	
File ID Number:	23-1083
Introduction Date:	6/7/23
Enactment Number:	23-1098
Enactment Date:	6/7/2023
By:	er

OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

SERVICES AGREEMENT 2022-2023

This Services Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"): The Spanish Speaking Unity Council of Alameda County, Inc. dba The Unity Council

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date ("Start Date"):
January 4, 2023

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date ("End Date"):
June 30, 2023

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services ("Services") as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are

- aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
 5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
 6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as

- “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters

produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:
\$277,366.64

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
 10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's

invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- g. Notwithstanding this Section, VENDOR must submit all final claims and invoices to OUSD no later than July 10, 2023, for FY 22-23. OUSD may set a similar deadline for the submission of all final claims and invoices for future fiscal years.

11. **Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt,

makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Chris Iglesias
Title: Chief Executive Officer

Address: 1900 Fruitvale Ave., Suite 2A
City, ST Zip: Oakland, CA 94601
Phone: (510) 535-6918
Email: ciglesias@unitycouncil.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that

- requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
 - (x) VENDOR can negotiate its own rates;
 - (xi) VENDOR can set its own hours and location of work; and
 - (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warranties.

15. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**
 - a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. Testing and Screening.

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to screen employees who will be working at OUSD sites for more than six hours. **VENDOR** agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, **VENDOR** agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, **VENDOR** shall obtain an x-ray of the lungs. **VENDOR**, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all **VENDOR** employees, subcontractors, volunteers, and agents providing the Services, **VENDOR** shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. **VENDOR** confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. **VENDOR** shall provide the results of the investigations and subsequent arrest notifications to OUSD.
Waivers are not available for **VENDORS** whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
- c. **VENDOR** shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. **VENDOR** agrees to immediately remove or cause the removal of any employee, representative, agent, or person under **VENDOR**'s control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide **VENDOR** with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. **VENDOR** shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any

significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing

- positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor(s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.**
- a. Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
 - b. The Funding Terms and Conditions and program requirements for the General Childcare and Development Program for the fiscal year 2022-23, as they may be subsequently amended, are hereby incorporated by reference into this Agreement.
 - c. The federal certifications and the standard provisions for state contracts that are attach to the Terms and Conditions referenced in (b) are hereby incorporated by reference into this Agreement.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified

only by a written instrument executed by both PARTIES.

33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR

absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Chris Iglesia

Signature: 
DocuSigned by: 05BDBF994FC04E4...

Position: Chief Executive Officer Date: 1/22/2023

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer
 Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Date: 4/14/2023

Mike Hutchinson
President, Board of Education

Signature 
Date: 6/8/2023

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 6/8/2023

EXHIBIT A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

See attached documents, including RFP documents.

For each child claimed, VENDOR shall also make available to OUSD the Notice of Action for FY 2022-23, the income calculation worksheet and income need and verification documentation, and the completed 9600 form. VENDOR shall submit the requisite 801A data and the requisite 801B data by the mandated deadline each month. VENDOR must submit all monthly enrollment and attendance accounting documentation by contract type and match (exactly) the 801A file that is submitted to the Child Development Division (CDMIS). VENDOR must submit all claims by (exactly) the 9400 reports. VENDOR must submit the CDFNS 9500 (for CCTR) report of enrollment, attendance, and expenditures to OUSD as required by OUSD. VENDOR must submit all monthly attendance and fiscal reports as required by OUSD.

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

If there is an extended closure, we would be able to offer services to families in the program, however, these would be in a distance- model only approach. We have a comprehensive distance learning model that we would use in case of long-term closure due to unforeseen circumstances, such as COVID-19 or other emergencies.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: \$Click or tap here to enter text. per hour

Daily Rate: \$Click or tap here to enter text. per day

Weekly Rate: \$Click or tap here to enter text. per week

Monthly Rate: \$Click or tap here to enter text. per month

- Per Student Served Rate: **\$**Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:
See Schedule A 1A. Reimbursement shall be 100% of the maximum contract amount or net reimbursable expenses, whichever is less. The District shall not deduct an admin fee.

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

The specific outcomes for CCTR are to provide full-day, full-year childcare for children enrolled in the program, based on the needs of each family member. We also have specific outcomes in the areas of child development, including self-regulation, gross motor skills, and social-emotional development. Our school readiness goals guide us in determining if we are meeting our outcomes and to determine a shift in priorities as needed. We will serve 16 infants and toddlers with this grant.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
Click or tap here to enter text.
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
- Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

- Sign-in sheet for meeting in which the SPSA modification was approved.

NOT APPLICABLE

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2022

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).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Lisa Glynn PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lisa.glynn@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Company 26832 INSURER B: Great American Insurance Company 16691 INSURER C: Cypress Insurance Company 10855 INSURER D: INSURER E: INSURER F:

INSURED **Spanish Speaking Unity Council of Alameda County, Inc.**
dba The Unity Council & Peralta Service Corp
 1900 Fruitvale Ave, Suite 2A
 Oakland, CA 94601

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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.

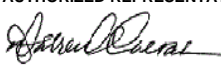
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		PAC1437909	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> 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	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXC1437911	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							\$	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			SPWC354284	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Sexual Misconduct			PAC1437909	10/1/2022	10/1/2023	Occ \$1M/ Agg \$2M	

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

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Early Childhood Education 1025 Fourth Street Attn: Christie Herrera, ECE Executive Director Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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.

OUSD RFP 21-106ECE
GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR EARLY CHILDHOOD EDUCATION
THE UNITY COUNCIL

Value Category 1: Annual cost to the district (200 Points)

CCTR Proposed Slots: 42

Reimbursement Rate: \$47.90 (after admin rate)

Total Budget Requested: \$747,817

July 1, 2021-June 30, 2022

The Unity Council requests a budget of \$747,817 to serve 42 children in CCTR across three sites in Oakland, Foothill Square, Thurgood Marshall, and Cal-Safe Early Head Start. The reimbursement rate after the 7.5% administrative cut is \$47.90. Total days of operation are 226 per year.

Annual Contract Amount and Total Slots by Center			
Child Development Center Name			
	<i>Number of Slots</i>	<i>Annual Days of Operation</i>	<i>Annual Contract Rate</i>
Cal-Safe Early Head Start	30	220	\$514,006
Foothill Square Early Head Start	8	226	\$155,874
Thurgood Marshall Early Head Start	4	226	\$77,937
Grand Total Budget	42		\$747,817

Value Category 2: Scope of Services (300 Points)

A. Program Quality - 80 points

The Spanish Speaking Unity Council of Alameda County, Inc., dba The Unity Council, has a vision of offering quality services to families using evidence-based practices that promote comprehensive, culturally and linguistically responsive services as the foundation of school readiness. Aligned to ensure quality indicators are met we use the Head Start Early Learning Outcomes Framework: Ages Birth to Five; the CA Early Foundations, the CA ECE Learning

Competencies and Quality Matters as driving frameworks to prioritize professional development of all staff, emphasizing high-quality teaching and caregiving practices and effective teacher-child interactions.

“Quality Matters” rating and improvement system that supports early learning programs to offer the best care possible has been used and integrated within our department as a benchmark to support integration of best and emerging practices to support quality indicators in our data and in children’s everyday interaction. Our centers are currently rated as 4-star programs, defined as the level for “Programs Mastering High Quality Standards”.

Some of the processes currently in place to ensure the delivery of a high-quality early learning program include:

(1) Planning, assessment, design, implementation, evaluation and analysis are driving processes used to support a comprehensive approach and cycle of delivery, rooted in our fundamental premise of quality indicators. Our program planning is cyclical and continues to support improvement by way of using our metrics, methodologies and implementation results as tools to drive the integrity and fidelity of learning and outcomes.

(2) Implementation of developmentally appropriate practice: Developmentally appropriate practice promotes every child’s optimal learning and development. It is grounded in the research on child development and learning, in the knowledge base regarding educational effectiveness in early care and education, and in the knowledge that professional early childhood educators glean from their observations of and interactions with children and their families. To best meet the individual educational needs of the children in our programs, our Centers use The Creative Curriculum, Fifth Edition, developed by Teaching Strategies. The Creative Curriculum (for Preschool and for Infants, Toddlers, and Twos) is a research-based curriculum that features exploration and discovery as a way of learning, enabling children to develop confidence, creativity, and critical thinking skills. The Creative Curriculum is designed to be adaptive and responsive to the needs of all children, and easily incorporated into Individualized Development Plans. With the integration of language acquisition content, and learning and teaching materials in Spanish and English, the curriculum is culturally responsive to teachers and students at our Centers.

TUC/CFS has trained 85% of its teaching staff and 96% of its leadership staff on Teaching Pyramid - (CSEFEL). The Teaching Pyramid approach provides a systematic framework that promotes social and emotional development, provides support for children’s appropriate behavior, prevents challenging behavior, and addresses problematic behavior. Both teachers and leadership team engaged in a 10-month training process in 2020-2021, ensuring that the department approached our delivery with an intentional wellness strategy that supports social emotional competence and preventive strategies to challenging behaviors in young children. In addressing the social-emotional needs of young children early on, CFS believes that the intentionality will enhance the child’s learning experience.

(3) Providing health and developmental screenings, and developmental assessments for all children in our programs: Healthy development plays a key role in school readiness and continues to support learning throughout childhood and later life. All children in our program are screened and assessed during the school year through physical and dental exams, vision and hearing screenings, developmental screenings (ASQ-3 and ASQ-SE), and developmental

assessments (DRDP). Screening results do not provide a diagnosis, but can indicate if a more in-depth look at a child's development is needed, and are shared with the family in a confidential and supportive manner. Screening can lead to early and effective use of supports and interventions. We use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

(4) Provision of an effective leadership and professional workforce: The implementation and delivery of quality early learning programs requires an effective team of professional early childhood educators. Our entire team, from service area managers to substitute teachers, meets or exceeds the federal, state, and local qualifications requirements and is committed to a culture of continuous improvement. We offer our staff professional learning opportunities that are relevant and useful on a practical level and meet the individual needs of teachers as learners. Our skilled leaders provide support systems for learning and offer resources that are prioritized, monitored, and coordinated. We use CLASS (Classroom Assessment and Scoring System) observation data to assess the effectiveness of our teacher-child interactions and to plan and evaluate professional development opportunities.

We currently use the following methods to ensure the delivery and analysis of a quality early learning program:

(1) Data Analysis: The collection and analysis of data plays a key role in helping us to more effectively deliver services, measure their quality, and develop strategies for improvement. One method we use to deliver quality early learning in the classrooms is by analyzing child development data collected throughout the program year. Assessment data is used to determine if children are benefiting from the systems and teaching practices we have in place. For instance, the results of the DRDP, which is administered 3 times a year in each of our centers can tell us if children are making gains in certain domains, based on our school readiness goals. These results help inform us of the professional development needs of teachers or to inform us if certain teaching practices needs to be adjusted to yield higher rating, and more importantly more measurable teacher child interactions that have a direct correlation with child learning outcomes. We also use data from CLASS observations conducted by certified independent contractors to evaluate the quality of our program's Teacher-Child interactions. We use our data at the program and classroom level to inform mentoring, modeling, trainings and workshops as well as individual coaching needs. The data collected informs both training practices and budget priorities.

(2) Ongoing Monitoring: Our program has a comprehensive system of ongoing monitoring in all of our service areas, including Health, Education, Mental Health & Disabilities, Family Engagement, and Program Governance. This monitoring system ensures that our programs are progressing towards our Program Goals, meeting the standards outlined by funding sources, and that we can respond promptly to issues that have been identified. Program monitoring and ongoing correction rely on data collected by staff and entered into the ChildPlus data system, as well as through Learning Genie and DRDP Online. Monthly monitoring of paper files, data events specific to program delivery and data systems ensures consistency between staff reports and database files, and ensures that there is accurate information in both. All of our Managers and Coordinators work together on this monthly monitoring system for their own area. Which helps guide support and or intervention if necessary.

(3) Coaching: Another primary method for delivering quality services to our families is the use of a practice-based and strength-based coaching strategy for professional development. Coaching for staff is never based solely on performance issues, but is developed through relationships and reflections between staff and coaches. Practice-Based Coaching (PBC) is a research based professional development strategy that uses a cyclical process of observation, reflection, feedback, and modeling. This process supports teachers' use of effective teaching practices that lead to positive outcomes for children. It is based on collaborative partnerships, guided by goals and an action plan. It aligns with the program's school readiness goals, curriculum, and other approaches to professional development. Coaches are selected based upon their training and experience in adult learning and their ability to use assessment data to drive coaching strategies aligned with program performance goals. The purpose of our overall coaching model is to work with staff on highlighting and expanding their strengths, while creating new approaches to areas that need further support. This ensures that our teachers understand the best way to deliver quality services in the classroom.

B. Family Engagement- 80 points

The Unity Council places a priority on engagement with families, based upon the belief that parents and families are a child's first and most important teacher. We believe this to be true for all stages of life, from infancy through adulthood. Grounded in this perspective, our program delivers a family engagement component that is designed to assist and guide families in preparing themselves and their children for school and beyond. Family engagement is a vital support structure for children's success and it is integrated and woven throughout our program design to ensure all services are directly linked to support the family.

Procedures and resources to ensure supportive family engagement include the following:

(1) Surveys of parent interests following a child's enrollment: Upon entry of a child in the program, we solicit parents' participation through an interest survey that helps us determine their need for education and support in select areas that identifies topics they are interested in learning about. Surveys are collected and analyzed individually and as a group in order to gauge the needs of the family as well as collectively for the Center. The information in this survey helps to determine the types of parent engagement strategies to design that will support the participation and gains we wish to support families with. We design workshops to offer, such as parenting skills, nutrition, family budgeting, or social-emotional support training as examples of opportunities. One of the key questions on the parent interest survey is regarding leadership. We ask parents about their interest in participating in various parent leadership opportunities. By way of our program design, each of our child development centers has an established parent committee and any interested parent is encouraged to participate in the committee. The structure of the committees provides leadership opportunities for parents and serve as catalyst between the parents and the staff engagement. We also provide parents with opportunities for parent-led workshops. These come out of parents' interests in certain areas, such as behavior interactions or early intervention topics. Parents can bring resources back to the Center and during parent meetings, provide workshops for other parents on the topics they have researched.

(2) Providing a Family Advocate for each family: Following enrollment, each family is assigned a Family Advocate, whose role is to work with the family to identify goals, access resources, build

connections, and facilitate communication between program staff and parents. The Family Advocate works with teachers in sharing with families their child's progress in their development, and refers families to external resources as needed.

(3) Identification of family goals through a Family Partnership Agreement: Our program utilizes a strengths-based approach that identifies, acknowledges, and draws on the strengths of families. The Family Advocate works with each family to create a Family Partnership Agreement, which identifies the family's goals and their strengths and needs. Family Advocates then follow up and work together with the family to provide needed supports in helping them achieve their identified goals. Family Advocates work closely with parents to build their capacity as individuals and as families on the path to school readiness for their children.

C. Family Education- 70 points

Our family education program includes two primary components: a parenting curriculum, and an ongoing series of child development workshops for parents and families. The goal of the program is to educate families on child development and early learning, as well as to help them learn to connect with their child at various stages of their development, especially at the social-emotional level. For parenting training, we use the research-based Circle of Security Parenting Curriculum, an early intervention program focused on developing and strengthening secure child-parent relationships. We selected this curriculum because of the quality of its content, accessibility, and a holistic approach that encourages parents to look more deeply at their own experiences and how they impact their relationship with their children to encourage and support parents to strengthen child-parent relationships. Due to the impact of COVID, last year's implementation was severely altered. We had a zoom platform to deliver these sessions and the attendance was reduced to a maximum of 4 individuals. However, in a regular like year, this curriculum is offered at all program sites twice per year, in the fall and spring, and in two languages (English and Spanish). We promote the classes through sign-ups in the classrooms and on the parent-board, flyers, and phone reminders, as well as at monthly parent meetings. We hold classes at various times of the day, in order to accommodate the different schedules of the parents who are interested in participating. While parents are not required to attend, as many as 50% of our parents participate in these classes. During the Circle of Security courses, we guide the parents through the parenting topics, present the corresponding videos, and facilitate discussions on each topic. The course enables parents to practice, implement, and build lifelong parenting skills.

We also assess the impact of the course by comparing social/emotional development data from the children of participants with data for children of non-participants. In addition to Circle of Security, we offer several workshops focused on child development that are tailored for parents and families. Some of the topics covered include parenting support, parenting of children with challenging behaviors, developmental milestones, and children with disabilities. The purpose of these workshops is to enable parents to understand child development and how to care for children properly at each stage of their growth. We partner with community members, teachers, and education staff to provide these workshops. The topics are selected through the initial parent interest survey and continuing input from parents regarding their needs.

D. Health and Social Services - 70 points

(1) Assess and identify child and family health and social service needs: Our program has a full-time Health Manager, Health Aide, and multiple Family Advocates on staff who help families to identify their health and social service needs. Upon enrollment, staff administer a Health and Nutrition Questionnaire which asks families a series of questions to help inform us of their child's health and nutrition needs. Survey results enable us to determine if a child has any dietary restrictions, ongoing health concerns, a medical home, health insurance, and to identify appropriate services for each family based upon these results. Families are also required to submit the results of their child's most recent physical exam, according to the California EPSDT guidelines. Family Advocates play a pivotal role in helping to identify the social services needs for families. Upon enrollment, each family is assigned a Family Advocate, who works with the family to create a Family Partnership Agreement, which identifies the family's goals and their social needs. Family Advocates then follow up and work together with the family to support them in achieving their identified goals.

(2) Identify and make referrals to appropriate agencies for the provision of services: As soon as a specific need is identified, the Family Advocate provides referrals to the appropriate resources. For instance, if a family discloses that they are in need of housing or food, the Family Advocate will immediately contact local food banks and work with local community and government housing assistance programs to meet the family's needs. Our extensive network of partner agencies enables us to provide a warm handoff to other programs, increasing the likelihood that the family will connect with the referred services. Our partnerships include MOUs with local clinics and health care providers. This allows us to refer families to pediatricians if the family identifies a need for medical care or for routine screenings such as dental, vision, and hearing. We also assist families in the referral process to the local school district and the Regional Center if there is a concern regarding potential disabilities.

(3) Document and confirm agency follow-up to ensure the identified family needs have been met: The follow up process begins immediately after referrals have been made. Through the Family Partnership Agreement, dates are established with parents for when the first follow up between staff and parents will occur. A second follow up between staff and parents is also scheduled to ensure the families feel supported in their goals and identified needs. Health staff follow up with parents within 30 and 45 days of the initial request regarding a health need, such as support for a physical or a vision or hearing screen. The staff also ensures families' needs are met by contacting local health providers directly as needed to expedite the appointment process.

Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance (300 Points)

1. Program Accountability- 90 points

The Unity Council has established and maintains an effective internal control structure to provide reasonable assurance that the organization has the systems in place required to manage State awards in compliance with all State statutes, regulations, and the terms and conditions of a State award. The organization's fiscal management system allows for effective control over, and accountability for all funds, property, and other assets. As an organization

doing business with the State of California, The Unity Council has instituted key internal control policies. These controls include comprehensive policies and procedures covering areas such as facilities and properties, financial management, reporting to the state and federal government, compensation and procurement procedures. Our Fiscal department is led by a Vice President of Finance, who is a CPA and has extensive experience in managing state and federal contracts. Reporting to her are several accountants and a Grants and Contracts Manager. The Grants and Contracts Manager has direct oversight of all of our CDE contracts, including our direct CSPP contract as well as our existing CCTR sub-contract. We also operate several Head Start Federal awards, and our work with the State of California benefits from our experience with the fiscal and administrative oversight of that highly regulated federal program.

At the program level, the Director of Children & Family Services oversees all of the child development contracts, including our contracts with the State and Federal government. As the Program Director, he is also responsible for the overall delivery of services and supervision of program managers. Our experienced Associate Director oversees administrative staff provides oversight for specific areas of the program. We have an Education Manager and two School Readiness Coordinators who are directly responsible for the implementation of the curriculum in the classroom, oversight of center operations, and supervision of the Center Directors. The Center Directors, in turn, work directly with the teachers and our classroom coaches. Our Family and Community Partnerships Manager oversees the Family Advocates, who provide direct services to parents when they identify needs or set personal and familial goals. In order to ensure that we are meeting all the fiscal and programmatic requirements of the CDE contract, an ongoing monitoring system is in place. The monitoring system includes a schedule for tracking the work of all content area managers and coordinators in their specific service areas. For example, the Education monitoring protocols require that on a monthly basis, the education management team check for curriculum fidelity in each classroom. This is done by using the Creative Curriculum Fidelity Checklist. Other tools such as ITERS or ECERS and CLASS are also included in our monitoring protocols.

2. Program Plans and Results- 90 points

Activities: Within the first 45 days of enrollment in the program, parents and teachers work together to complete the Ages and Stages: Developmental Questionnaire and the Ages and Stages: Social Emotional Questionnaire. These results provide information to the teacher regarding the child's development, and enable them to design lessons to meet the unique needs of each child. For example, if a child shows that they need support in fine motor development, then the teacher will add and adapt activities to promote fine motor skills. Teachers use resources from the Ages and Stages website to find activities to promote development in areas where children need support and to ensure that the activities are age appropriate. Within the first 60 days of enrollment, each child will also receive a comprehensive assessment, using the Desired Results Developmental Profile (DRDP), to measure and track their development in five developmental domains. Once the primary teacher for each child determines the developmental level of the child, the teacher creates an Individualized Development Plan with the goal of promoting development in areas where the child shows a need for support. The Individualized Development Plan is then shared with the parents, including activities that will be carried out in the classroom as well as recommended activities for parents to do with the child at home. Teachers also use the goals from the Individualized Development Plan to prepare the individualized portion of the lesson plans. Each child will have one portion of the lesson plan,

every other week, dedicated to an area of development where there is an identified need for growth and support. This activity will be implemented in a way for the teacher to scaffold while conducting the lesson with the child. We administer developmental screenings three times per year, enabling us to regularly update this individualization based on the child's continuous development. In addition to using the assessment for individualization, the teachers in the classroom also use more comprehensive reports we generate to identify areas where a significant portion of the class needs support. Based on these reports, teachers create or alter the lesson plans to better fit the needs of the children in the classroom. By being responsive to children's shared needs, the teachers are able to better support the growth of the children as a group. Teachers review each lesson plan to determine which activities can be adapted to promote development in the different domains. Activities specific to the area of development that the teacher wants the class to focus on can be found by using the curriculum alignment tool, which guide the teacher to different intentional teaching cards. The intentional teaching cards used for small group activities are then adapted to provide opportunities for scaffolding and learning. Teachers will identify the location of the majority of children on the developmental scale, and then follow the adaptations on the card to support children's growth to the next developmental level.

Environment: All of our classrooms have a safe physical and social environment that is conducive to learning and reflective of children's different stages of development. The classroom environment helps children develop emotional security and facility in social relationships. It is also an environment of acceptance that supports and respects each child's gender expression, culture, language, ethnicity, and family composition. Our classroom environments are set up to promote the development of each child using a flexible approach that can be altered if it is determined that a child needs additional support. Through the use of the Infant Toddler Environmental Rating Scale (ITERS), we are able to gauge the quality of the classroom as a group environment. The ITERS tool allows us to rate the value of child experiences and helps us set up and maintain appropriate and effective classroom learning experiences. We use the ITERS tool twice in each program year, once at the start of the year and again at the midpoint. The data collected informs classroom teachers regarding any necessary adjustments that can positively impact the overall group learning experience. To further support the children as a group, the teachers implement large visual schedules that may be interactive depending on the needs of the group. In classrooms throughout our Centers, we can limit the number of children in each classroom if the children are showing that this is something that will support their play and social development. When a teacher identifies that a child is having difficulty acclimating to the classroom, they complete an observation request form. This form is given to the Center Director, who will then arrange for an observation of the child to be carried out by our Disabilities Coordinator. Once the observation is completed, the Disabilities Coordinator meets with the teacher to discuss the results and create a plan to better support the child's individual needs. Depending on the need or needs of the child, the plan created by the teacher and Coordinator or Site Director may include some of the group interventions, but additional interventions will be included that are more individual to the child. An individualized schedule may be created for the child to use within the routine of the classroom.

Interactions: The Unity Council utilizes evaluations, screenings, and family engagement to individualize interactions for children in our classrooms. The process begins with the Family Community Partnership, in which Family Advocates identify the unique needs of each family.

This information is used in the Education service area when teachers review the family's file. The teachers further their learning about a child's family by meeting with them during an initial home visit. The teachers use this information to customize lesson planning at the beginning of the school year until they become familiar with the child in the classroom environment. Teachers and families complete the Ages and Stages Social Emotional and Developmental (ASQ-SE & ASQ-3) screenings within the first 45 days to identify a child's current developmental levels. This information lets teachers know where a child may need extra assistance in scaffolding learning. Teachers meet with parents to discuss the results of the screenings, especially if concerns arise. This increased awareness of a child's needs helps a teacher modify their interactions with both children and families to be more responsive and educative. Children with challenges in multiple developmental areas may qualify for a referral to the local school district or, in the case of social emotional challenges, service from a Mental Health Consultant, who may also work with the family. Our staff includes a Disabilities Coordinator to help families and teachers navigate the process of referrals and to provide information and resources to aid instruction and interactions. Both the Mental Health and Disability personnel work with teachers and model appropriate behavior and strategies in working with kids with special classroom needs. We conduct Desired Results Developmental Profile (DRDP) evaluations three times a year to monitor each child's progress and use direct narrative observations to create individualized goals and curriculum for the children. There is a parent-teacher conference after the evaluations to discuss the teacher's goals, as well as the goals of the families for the following observation period. Our Education Coordinators also review group data and provide it to their teachers to enable them to modify group activities to meet the needs of a majority of the children. In addition, we use CLASS assessments to monitor teacher-child interactions during the implementation of lesson plans. We complete the first cycle of CLASS observations each fall in order to identify a baseline for teachers in their interactions with children. The second cycle of CLASS observations is completed two months later, to provide an assessment after teachers have had time to familiarize themselves with their students. This enables us to more accurately observe how their knowledge of their children informs their interactions with the group and in one-on-one interactions. This data is used to identify high-priority teaching teams, and to develop coaching strategies to help teachers increase the effectiveness of their interactions with their students. Following these interventions, we conduct an additional cycle of CLASS observations to measure changes in teachers' interactions with their classrooms.

The agency has detailed policies and procedures for ensuring that all families in the program meet contract eligibility requirements. As a needs-based program, families must demonstrate that they meet need requirements before they qualify for the program.

(1) Meeting with the Enrollment Specialist: The first step in ensuring families meet eligibility requirements is a meeting with our Enrollment Specialist. This meeting serves as an initial screening and provides information for families on what the eligibility requirements are. During this initial screening, an appointment is established with the Eligibility Specialist to complete the process.

(2) Meeting with the Eligibility Specialist: The next step in the eligibility process is a meeting with the Eligibility Specialist, who reviews the information provided by the family to ensure that they meet CCTR eligibility requirements. Once the Eligibility Specialist has determined that the family is eligible to participate in the program, the Notice of Acceptance, with all relevant information, including contract hours, is provided to the family and a start date is established. Prior to the

family's first day in the program, we conduct an orientation with them, in which we explain program expectations and provide our parent handbook to the family. Once a family is enrolled in the program, they are also provided with information regarding maintaining eligibility.

(3) Ongoing eligibility monitoring: The third step to ensuring that families meet eligibility requirements is continual tracking of information for all children and families enrolled in the program in our database system managed by our Associate Director of Data and Compliance. Our policies and procedures require that we conduct ongoing monitoring of child files, including reporting of children's ages (particularly CCTR children) to determine if children are still age eligible for the program. Monitoring procedures include a monthly review to identify families that are up for re-certification of eligibility, and annual tracking of re-certifications of families. In addition to monitoring for age eligibility, the assigned Family Advocates work closely with the families to provide regular check ins on how they are doing, especially with employment or school attendance. This allows us to monitor current employment or progress in their search for employment. Families then share with us any changes in their status or in the hours during which they need services, and we make the necessary adjustments in the services delivered to them by the program.

3. Staffing –60 points

(1) Staff recruitment: The Unity Council has a comprehensive recruitment plan to ensure full staffing. The plan begins with identification of the needs and vacancies within the program. Following identification of need, we post job openings on relevant online job boards, including general job boards such as Indeed.com or Craigslist.org, as well as those that are more specific to ECE, such as edjoin.gov or jobsatheadstart.org. We also send representatives to ECE job fairs held by local community colleges. The last step in the recruiting process is the screening of applicants to ensure they meet or exceed minimum qualifications. Screening out applicants who lack relevant ECE coursework or child development permits enables us to focus on interviewing only the most qualified applicants. Once the screening process has been completed by our Human Resources department, resumes are forwarded to the relevant hiring manager for interviews and consideration for employment.

(2) Staff employment: When an applicant has been selected for potential employment with the agency, the HR department will make a formal offer to the applicant. Once the applicant has accepted the position, the process to fully employing them begins. This includes a final review of education qualifications, along with review of transcripts, as well as a complete live scan background check. After all clearances are complete, new employees can begin the orientation process. The new employee orientation focuses on helping new staff better understand the program, their new position, and the children and families with whom they will be working.

(3) Staff retention: Retention of staff is very important for the success of our programs, ensuring that those we hire are supported in their commitment to the organization and to serving young children and their families. Our staff retention plan includes incentives that are meant to let staff know they are appreciated and that the challenges of their work are understood by the organization. Each Center Director is allotted a budget to use for staff incentives, which can include on-site lunches for staff, program-wide events such as picnics or holiday parties, as well as gift card raffles, all of which are paid for through our fundraising program. We also pride

ourselves on promoting from within. When a management position is open, we intentionally look at our current staff with the intent of providing them with an opportunity to move up in their career. Many of our management positions such as Center Directors or Education Coordinators have been filled by internal candidates. To further support staff retention, we offer a very generous tuition reimbursement plan. Teachers who have not yet earned a degree can apply for full tuition reimbursement for their AA or BA degrees in child development. This covers full tuition and books for staff who are enrolled in a community college or state university. For staff who are not yet enrolled in a degree program, we work with them so they can apply for additional courses to advance the level of their permits.

(4) Diversity, Equity, and Inclusion (DEI) at The Unity Council: Diversity, Equity, and Inclusion are as central to our internal operations as they are to our external mission. We know that in order to effectively serve our community, we must reflect the diversity, culture, and values of the community. And we are extremely proud that our organization is dedicated to a culture that celebrates that diversity. Based on our 57-year history working in the Fruitvale and greater east Oakland, we know that diversity is a community asset that needs to be nurtured, not stigmatized. And for our staff members, their commitment to our mission is not just professional but also personal, because so many come from and live in the community and have deep ties to those who live and work here. Many staff members are previous clients and beneficiaries of TUC programs and are inspired to “pay it forward.” This knowledge and respect for the community is a critical to how we design culturally-competent, wholistic, wrap-around services to meet the unique needs of those we serve. Our team of ~300 employees is: 93% people of color (70% Latinx; 13% Black/African American; 8% Asian; 5% Multi-Race/Other; and 4% White); 75% are female; 25% male; and 65% live within a 5-mile radius of our two hubs of service in Oakland and Concord. Our Executive Leadership team is 70% people of color and 70% female. These communities need the kind of culturally-competent and multilingual services that The Unity Council provides to help them access critical supports in order to improve their economic, educational, and social wellbeing.

(5) Staff development: The Unity Council implements the following program components to ensure an effective staff development program: (1) Identification of staff training needs: Training needs of staff are identified in two ways: through individual professional development plans, and through the assessment of staff as a whole, based on data obtained by CLASS scores, ITERS, and ECERS and other observations. Immediately following their hiring, new staff work with their supervisors to establish a professional development plan. The professional development plan includes the identification of the staff person’s strengths and areas of growth, and is focused on improving performance in the classroom and meeting goals for individual growth. Training is provided to individual staff based on their needs identified in the professional development plan. At the end of each school year, the professional development plans are reviewed based on observations and overall performance of staff. Throughout the year, we set aside a series of professional development days in order to meet the identified training needs of the staff as a whole. These trainings focus on topics that will benefit teachers in their day-to-day practice, such as creating meaningful observations using the DRDP tool, working with children with challenging behaviors, and curriculum fidelity. (2) New employee orientation: All new employees participate in a new employee orientation during their first week of employment. The orientation

begins with the Human Resources department identifying the basic requirements and expectations of the new employees, such as attendance, confidentiality, and regulatory requirements. New teachers also meet with the Center Director and Education Coordinator for an orientation regarding our philosophy on child development, classroom expectations, active supervision policy, and whom to contact for support. Following their meeting with the management team, new teachers have the opportunity to get acquainted with their co-teacher and meet the children they will be working with. We also provide a new hire orientation binder to new employees with information on policies and procedures and employee expectations.

(3) Staff development opportunities: Based on professional development plans as well as other observations, we offer staff many options for professional development. These include trainings offered on site during professional development days, along with opportunities outside of the work setting. Weekend opportunities through the local First 5 and community colleges are available for staff, with registration fees associated with these trainings paid for by the Unity Council. Trainings include general topics in child development, as well as more specialized trainings such as early childhood mental health, challenging behaviors, and early intervention. We are intentional about providing support to teachers throughout all stages of their professional development. This includes supporting teachers in their progress towards earning a higher-level teacher permit and in their path toward an AA or BA degree, through paying for tuition and fees for course work that is part of their professional development plan.

4. Experience and Performance- 60 points

Organizational Experience:

The Unity Council (TUC) has operated child development programs since 1990 in various capacities. Over 25 years ago, we became a delegate Head Start/Early Head Start (HS/EHS) agency to the City of Oakland, serving 368 HS/EHS children throughout Oakland. As a delegate agency, we have operated a program with all of the same requirements and expectations of a grantee, which includes full implementation of the performance standards, service area plans, monitoring, teacher qualifications, curriculum, and overall fiscal management of the program. In 2009, we became a direct grantee and were funded for 95 EHS slots (center-based and home-based) through the competitive grant process. As a grantee, we further established our management systems and structures and implemented a comprehensive program and fiscal monitoring system. In 2013, we were awarded a new HS/EHS grant in Concord, CA, just outside of Oakland. This new grant included a total of 276 HS and EHS slots, center-based and home-based.

History of effective financial management: TUC has established and maintains an effective internal control structure to provide reasonable assurance that the organization has sufficient systems in place to permit the preparation of reports required to manage HS awards in compliance with Federal statutes, regulations and the terms and conditions of a Federal award. Our financial management system allows for effective control over, and accountability for, all funds, property, and other assets. As a grantee and delegate of HS programs, we have successfully managed the fiscal aspect of grant requirements for over 25 years with no findings on our audits and federal reviews.

Past Experience in Early Education and Communities Similar to the Targeted Community:

TUC has served the most marginalized communities in Oakland since 1954. For 56 years, we have established roots, built relationships, and made commitments and investments to the communities we serve. This includes the Fruitvale neighborhood, East Oakland, West Oakland, and Concord, CA. Our relationships in the community have yielded positive support for our children and families and a range of programs including: early childhood education, youth mentorship and leadership development, employment services, career readiness training, housing and financial stability, senior citizen services, affordable housing and neighborhood development, and arts and cultural events. We aim to provide the community with the tools, knowledge, and resources to transform their lives and ultimately achieve their long-term educational, career, and financial goals. Our holistic programs and services reach more than 8,000 individuals and families annually in 5 languages. TUC employs a diverse workforce of more than 250 people who reflect the linguistic, cultural, and ethnic identity of the communities we serve. Over time, TUC has invested over 100 million dollars in community assets, including affordable housing and community benefit developments.

Value Category 4: Ability to deliver proposed solution and Reference (200 Points)

Company Profile

5. Provide the following information about your company:

- o The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.

The Spanish Speaking Unity Council of Alameda County, Inc., dba The Unity Council
1900 Fruitvale Avenue. Suite 2A, Oakland, CA 94601
Tel: (510) 535-6900
Fax: (510) 534-7771

- o List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.

Chris Iglesias, Chief Executive Officer, The Unity Council
ciglesias@unitycouncil.org
1900 Fruitvale Ave, Suite 2A, Oakland, CA 94601
(510) 535-6918

Luis Arenas, Director of Children and Family Services, The Unity Council
larenas@unitycouncil.org
1900 Fruitvale Avenue Suite 2A, Oakland, CA 94601
(510) 931-0901

- o Include company web address, if available.

www.unitycouncil.org

6. Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations.

SEE ATTACHMENT - TUC ORGANIZATIONAL HISTORY

7. Please attach evidence that supports the viability of the company for the duration of the contract. This evidence, if it contains financial details can be submitted in a sealed envelope marked CONFIDENTIAL and will only be used for evaluation purposes of this bid. Such info will be excluded from FOIA requests and will not be disclosed to the public.

SEE ATTACHMENT - TUC FINANCIAL VIABILITY

8. **All Proposers must provide the following information:**
 - o A Certificate of Insurance, attached hereto as **Exhibit B**
 - o A completed Workers' Compensation Certificate form, attached hereto as **Exhibit C**
 - o A completed Fingerprinting Certification form, attached hereto as **Exhibit D**
 - o A completed Non-Collusion Declaration form, attached hereto as **Exhibit E**
 - o A response to the Piggyback Clause form, attached hereto as **Exhibit F**
 - o A completed Authorized Vendor Signature form, attached hereto as **Exhibit G**

Professional Qualifications

9. **Provide a succinct summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.**

Early Childhood Education: We offer both center-based and home-based care. Center-based programs take place at one of our locations in Oakland or Concord.

Our early childhood education program uses a play-based curriculum designed to meet each family where it's at on the path to school readiness and meeting each child's full potential. Our teachers make every effort to speak with children and their parents in their home language, we offer services in at least eight languages throughout seven head start and early head start sites. Parents are fully engaged and part of their child's success.

We currently operate six Head Start Centers, as follows:

- Yamin Jara Center
1900 Fruitvale Avenue, Suite 1C, Oakland, CA 94601
(510) 535-6942

- De Colores Center
1155 35th Avenue, Oakland, CA 94601
(510) 535-6102
- Thurgood Marshall Center
1117 10th Street, Oakland, CA 94607
(510) 836-0543
- Foothill Square Center
10700 MacArthur Boulevard, Suite 10, Oakland, CA 94605
(510) 553-9926
- Cal-SAFE Center
2615 E 15th St, Oakland, CA. 94601
(510) 536-6086
- Cesar Chavez Center
1187 Meadow Lane, Concord, CA 94520
(925) 798-1013
- NEW Center (slated to open January 2022)
7980 Plymouth Street
Oakland, CA

COVID-19: The pandemic has deeply impacted Head Start and Early Head Start programs, enrolled children and families, and their communities. Throughout the pandemic, our team continued and continues to adapt and provide a range of services to better support all the children and families enrolled in our programs across Oakland and the Monument Corridor in Concord. To continue to serve the needs of our children and families, The Unity Council reopened all of its sites starting on Monday, August 17th, 2020. In our planning, we worked to ensure we provide a safe, dynamic, and thoughtful learning environment for all infants and children served by our programs.

All of our Head Start and Early Head start sites adapted every class to meet the safety guidelines established by the Center for Disease Control and Prevention (CDC), the Alameda County and Contra Costa Health Departments, and the Office of Head Start.

We will continue to have a model of services of our Head Start/ Early Head Start and Child Development Services for center base experiences, home base, and if necessary, adding our distance-learning efforts. Our infant and toddler classes will continue to maintain the same teacher/child ratio's 1:3 for Infants and 1:4 for Toddlers.

In addition, we implemented safety measures and protocols such as visual reminders throughout each of our buildings to sanitize and wash our hands, keeping 6' apart, and use Personal Protective Equipment (PPE). Our leadership team recognizes that our state of mind and wellbeing is critical to our daily way of life, which is why our program will be offering additional mental health support to all children, families, and staff. We are working that much more diligently to encourage open communication and quickly and directly address employee concerns. 83% of all staff have been immunized against COVID-19.

Sustainability: In June 2021, The Unity Council was awarded a contract from the Office of Head Start in the amount of \$5,788,275 to serve 368 children age 0-5 and their families in the City of Oakland for the next 5 years. This was a competitive application and there were many outstanding organizations that applied for this funding. The Unity Council stood out because of the long history of operating Head Start programs in Oakland and Concord and our quality services and strong partnerships with local community partners. While we have held direct contracts with the Office of Head Start for more than a decade through our Concord/Expansion efforts, this is the first time we will independently operate our largest service area in Oakland. Under this new contract, any eligible child in Oakland can attend any of these sites. There is no longer a geographic restriction.

With this award, we will be operating two new sites in Oakland: First, we will partner with St. Mary's Childcare Center to open a new Head Start program at their West Oakland location. St. Mary's is a community-based organization that has been delivering high-quality early childhood programs for many years through its state-funded contracts.

Second, we will be opening and operating a new facility in East Oakland at 7980 Plymouth Street This is a currently vacant East Oakland former childcare center that we will reopen after renovation to create a warm welcoming quality environment for children, their families, and our staff. It will include parking, a new outdoor play area and new play structures. This area of Oakland has been underserved for many years, and we are excited to bring 16 new infant/toddler slots and 16 preschool slots to the community.

10. Using the format in Section C ("References") provide five (5) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with your approximate annual sales to each entity.

1. Help A Mother Out

Kristen Eaton, Founder and Executive Director
(415) 508-3710

kristen@helpamotherout.org

Approximate Annual Sales: \$50,000

2. St. Mary's Center

Sharon Cornu, MSHS, Executive Director
(510) 923-9600 ext. 223

Sharon.Cornu@stmaryscenter.org

Approximate Annual Sales: \$145,000

3. Alameda County Office of Education (ACOE)

Carolyn Hobbs, Director/Principal
(510) 670-7683

chobbs@acoe.org

Approximate Annual Sales: \$152,000

4. Through the Looking Glass

Maria Less, MS, LCSW, Clinical Supervisor, Director of Consultation Services

(510) 848-1112

mless@lookingglass.org

Approximate Annual Sales: \$110,000

5. City of Oakland, Head Start Program

Diveena Cooppan, Program Director

(510) 238-3165 ext. 7186

DCooppan@oaklandca.gov

Approximate Annual Sales: \$5 million

Fiscal Year 2021–22 Program Calendar

Name of Contractor	Vendor Number	County	Contract Type
Spanish Speaking Unity Council	N574	01 - Alameda	CCTR

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2021							August 2021							September 2021						
Sun	M	Tu	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3	1	2	X	X	X	X	7	*	*	*	X	X	X	4
4	5	X	X	X	X	10	8	X	X	X	X	X	14	5	6	X	X	X	X	11
11	X	X	X	X	X	17	15	X	X	X	X	X	21	12	X	X	X	X	X	18
18	X	X	X	X	X	24	22	X	X	X	X	X	28	19	X	X	X	X	X	25
25	X	X	X	X	X	31	29	X	X	*	*	*	*	26	X	X	X	X	*	*

July Days of Operation

August Days of Operation

September Days of Operation

First Quarter Subtotal

October 2021							November 2021							December 2021						
Sun	M	Tue	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	X	2	*	X	X	X	X	X	6	*	*	*	X	X	3	4
3	X	X	X	X	X	9	7	X	X	X	X	X	13	5	X	X	X	X	X	11
10	X	X	X	X	X	16	14	X	X	X	X	X	20	12	X	X	X	X	X	18
17	X	X	X	X	X	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	X	X	X	X	X	30	28	X	X	*	*	*	*	26	27	28	29	30	31	*
31	*	*	*	*	*	*														

October Days of Operation

November Days of Operation

December Days of Operation

Second Quarter Subtotal

January 2022							February 2022							March 2022						
Sun	M	Tu	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1	*	*	X	X	X	X	5	*	*	X	X	X	X	5
2	3	X	X	X	X	8	6	X	X	X	X	X	12	6	X	X	X	X	X	12
9	X	X	X	X	X	15	13	X	X	X	X	X	19	13	X	X	X	X	X	19
16	17	X	X	X	X	22	20	21	X	X	X	X	26	20	X	X	X	X	X	26
23	X	X	X	X	X	29	27	X	*	*	*	*	*	27	X	X	X	X	*	*
30	X	*	*	*	*	*														

January Days of Operation

February Days of Operation

March Days of Operation

Third Quarter Subtotal

April 2022							May 2022							June 2022						
Sun	M	Tu	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat	Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2	1	X	X	X	X	X	7	*	*	*	X	X	X	4
3	4	5	6	7	8	9	8	X	X	X	X	X	14	5	X	X	X	X	X	11
10	X	X	X	X	X	16	15	X	X	X	X	X	21	12	X	X	X	X	X	18
17	X	X	X	X	X	23	22	X	X	X	X	X	28	19	X	X	X	23	24	25
24	X	X	X	X	X	30	29	30	X	*	*	*	*	26	27	28	29	30	*	*

April Days of Operation

May Days of Operation

June Days of Operation

Fourth Quarter Subtotal

Total Days of Operation

ELCD Consultant Initials (for CDE use only)

Date approved by ELCD Consultant (for CDE use only)

Fiscal Year 2021–22 Program Calendar

Name of Contractor	Vendor Number	County	Contract Type
Spanish Speaking Unity Council	N574	01 - Alameda	CCTR

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2021						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	31

August 2021						
Sun	M	Tu	W	Th	F	Sat
1	2	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

September 2021						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	6	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	*	*

July Days of Operation

August Days of Operation

September Days of Operation

First Quarter Subtotal

October 2021						
Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	X	2
3	X	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30
31	*	*	*	*	*	*

November 2021						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	22	23	24	25	26	27
28	X	X	*	*	*	*

December 2021						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	3	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	20	21	22	23	24	25
26	27	28	29	30	31	*

October Days of Operation

November Days of Operation

December Days of Operation

Second Quarter Subtotal

January 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	3	X	X	X	X	8
9	X	X	X	X	X	15
16	17	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

February 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	21	X	X	X	X	26
27	X	*	*	*	*	*

March 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X	*	*

January Days of Operation

February Days of Operation

March Days of Operation

Third Quarter Subtotal

April 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2
3	4	5	6	7	8	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30

May 2022						
Sun	M	Tu	W	Th	F	Sat
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	30	X	*	*	*	*

June 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	*	*

April Days of Operation

May Days of Operation

June Days of Operation

Fourth Quarter Subtotal

Total Days of Operation

ELCD Consultant Initials (for CDE use only)

Date approved by ELCD Consultant (for CDE use only)



OUSD RFP 21-106ECE:

GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR EARLY CHILDHOOD EDUCATION

Organizational History:

The Unity Council is a non-profit Social Equity Development Corporation with a 57-year history in the Fruitvale neighborhood of Oakland. Our headquarters are located in the Fruitvale District of Oakland, 1900 Fruitvale Ave, Suite 2A, Oakland, CA 94601. We currently employ approximately 300 employees.

As a neighborhood-based, anchor organization, our programs are focused on building self-sufficiency for community members and local businesses. Our programs provide the community with the tools, knowledge, and resources to transform their lives and ultimately achieve their long-term educational, career, and financial goals. These holistic programs and services reach more than 12,000 individuals and families annually in five languages. Programs include: early childhood education, youth mentorship and leadership development, employment services, career readiness training, housing and financial stability, senior citizen services, affordable housing and neighborhood development, and arts and cultural events. Our work expands beyond the Fruitvale district and now reaches across Oakland and into Concord (Monument Corridor neighborhood). We provide wholistic services for the entire community and all ages, including:

- **Career & Services Center:** The Center has operated as a certified One-Stop Career Center since 2002, delivering nearly 3,000 services to over 600 individuals per year. Each year, staff provide more than 600 clients (including 70 WIOA-qualified adults and youth) job readiness/placement and system navigation services. We maintain a 74% employment placement rate across all workforce development programs.
- **Children & Family Services:** We operate six Head Start Centers – five in Oakland and one in Concord. These Centers focus on youth, but also provide access to additional wraparound services for parents and family members.
- **San Antonio-Fruitvale Senior Center:** The Center addresses the cultural and linguistic needs of the community's increasingly diverse elderly population by providing services in Cambodian, Spanish, and English. Over 45 seniors visit the Center every day, and each year we serve a total of 1,000 seniors age 50 and up, many of whom are monolingual and at risk of cultural and social isolation. Our staff is dedicated to promoting healthy and on-going social, educational and physical development for seniors on a daily basis by a rich array of activities.
- **Youth Empowerment & Achievement:** The Unity Council founded and operates The Latino Men & Boys (LMB) and the Latina Mentoring & Achievement (LMA) programs, which are school-based, culturally-rooted programs located in selected schools in the Oakland Unified School District. The programs work with Latinx youth ages 12-18 and their families and schools to improve outcomes in mental and physical health, education, and career planning. The program significantly increases graduation rates for Latinx youth in Oakland schools and promotes healthy lifestyles, academic focus, and leadership development.

The Unity Council

1900 Fruitvale Ave, Suite 2A, Oakland, CA 94601
510-535-6900 Office • 510-534-7771 Fax • www.unitycouncil.org



OUSD RFP 21-106ECE:

GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR EARLY CHILDHOOD EDUCATION

Financial Viability:

The Unity Council is a viable nonprofit. Our revenues are greater than our expenses, we pay our creditors on time, have cash reserves and positive net assets. We understand the costs to deliver programs and services and recapture the full cost of those programs. We have a strong fundraising department that brings in general operating funds. We also, have earned revenue from our low-income real estate development and property management.

Please find attached the following documents:

- Balance sheet as of 6/30/21. Please note that our operating cash and savings total \$5.1 million and our reserves are \$3 million. In August 2021 we received \$2.2 million from one of our real estate projects that is being added to reserves.
- Budget for fiscal year end 9/30/21. Please note that this excludes our properties that are separate legal entities, with compliance regulations and restrictions on how funds can be expended. We do not have access to the assets or cash at these properties.

The Unity Council

1900 Fruitvale Ave, Suite 2A, Oakland, CA 94601
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**THE UNITY COUNCIL
SUMMARY BUDGET
FY 2020-2021**

REVENUE

Agencies	433,790
Corporations	407,000
Foundations	4,395,945
Individuals	1,542,000
Program/Contracts	7,777,063
Government Grants	16,437,742
Rents	251,568
TOTAL REVENUE	<u>31,245,108</u>

EXPENSES

Personnel	16,053,789
Outside Contracts	2,730,956
Operating	982,614
Occupancy	1,801,264
Participant Costs	2,080,414
Other Expenses	1,088,262
TOTAL EXPENSES	<u>24,737,299</u>

NET INCOME 6,507,809

TO OPERATING RESERVES 6,496,915

NET INCOME AFTER RESERVES 10,894

Note that the Unity Council Program/Contract revenue includes one time real estate development and equity payments from the rehab and refinancing of one of the Unity Council's properties, Posada de Colores. These one time payments will be used to build a three month operating reserve for the Unity Council.

UNITY COUNCIL

BALANCE SHEET

AT 06/30/21

Assets

Current Assets

Cash Operating	1,125,245
Cash Savings	4,007,794
Cash Reserves	3,030,806
Cash Restricted	626,215
Cash Escrow from PDC sale	4,317,460
Accounts & Grants Receivable	3,800,941
Due from Intercompany Affiliate	725,041
Accounts Receivable - PSC	996,054
Deposits	6,500
Prepaid Expenses	124,156
Total Current Assets	<u><u>18,760,212</u></u>

Noncurrent Assets

Investment- Other	149,106
Investment - Related Party	1,332,183
Note Receivable-36th Ave & FDC	1,310,743
LT Note Rec - Peralta Service Corp	592,323
LT Accounts Rec -Posada de Colores	14,854,042
Note Receivable	338,050
Total Noncurrent Assets	<u><u>18,576,447</u></u>

Property, Plant & Equipment	3,230,206
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Total Assets	<u><u>40,566,865</u></u>
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Liabilities & Net Assets

Current Liabilities

Accounts Payable	1,156,518
Accrued Payroll and Benefits	1,242,144
Accrued Interest & Other	52,467
Deferred Revenue	2,087,115
PPP Forgivable Loan	249,369
Deposits Payable	14,737
Total Current Liabilities	<u><u>4,802,349</u></u>

Long Term Liabilities

Mortgage Payable-LT	553,965
First Republic Bank LOC	1,298,374
Total Long Term Liabilities	<u><u>1,852,339</u></u>

Net Assets

Without Donor Restriction	29,704,036
With Donor Restriction	4,208,142
Total Net Assets	<u><u>33,912,178</u></u>

Total Liabilities & Net Assets	<u><u>40,566,865</u></u>
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**The Unity Council
Response to RFP No. 21-106ECE**

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A

Standard Form Response:

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

The Spanish Speaking Unity Council of Alameda County, Inc., dba The Unity Council
1900 Fruitvale Avenue, Suite 2A, Oakland, CA 94601
Chris Iglesias, Chief Executive Officer

2. Tel: 510-535-6900 Website: www.unitycouncil.org Email: ciglesias@unitycouncil.org

3. Is the Company a Certified Oakland Small Business? Yes No X

4. Type of Company: (check one)

Individual Partnership Corporation X

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
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Chris Iglesias, Chief Executive Officer 1900 Fruitvale Avenue, Suite 2A, Oakland, CA 94601 (510) 535-6918		
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Joyce Boyd, Chief Financial Officer 1900 Fruitvale Avenue, Suite 2A, Oakland, CA 94601 (510) 535-1069		
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6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
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Luis Arenas, Director of Children and Family Services 1900 Fruitvale Avenue, Suite 2A, Oakland, CA 94601 (510) 931-0901		
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The Unity Council
Response to RFP No. 21-106ECE

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No X

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No X

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No X

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No X

If yes, provide details:

**The Unity Council
Response to RFP No. 21-106ECE**

Exhibit B

References:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: Help A Mother Out

Contact Name: Kristen Eaton

Title: Founder and Executive Director

Address: 101 Broadway, Suite 250, Oakland, CA 94607

Phone Number: (415) 508-3710

Email: kristen@helpamotherout.org

Services Provided: Diapers

How satisfied were you with the services provided?

Excellent X Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 2:

Customer Name: St. Mary's Center

Contact Name: Sharon Cornu, MSHS

Title: Executive Director

Address: 925 Brockhurst Street, Oakland, CA 94608

Phone Number: (510) 923-9600 ext. 223

Email: Sharon.Cornu@stmaryscenter.org

Services Provided: Early Childhood Education Consultation

The Unity Council
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How satisfied were you with the services provided?

Excellent X Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 3:

Customer Name: Alameda County Office of Education (ACOE)

Contact Name: Carolyn Hobbs

Title: Director/Principal

Address: 2648 International Blvd, Oakland, CA 94601

Phone Number: (510) 670-7683

Email: chobbs@acoe.org

Services Provided: Educational services and child care for pregnant and parenting teens

How satisfied were you with the services provided?

Excellent X Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 4:

Customer Name: Through the Looking Glass

Contact Name: Maria Less, MS, LCSW

Title: Clinical Supervisor, Director of Consultation Services

**The Unity Council
Response to RFP No. 21-106ECE**

Address: 3075 Adeline Street, Suite 120, Berkeley, CA 94703

Phone Number: (510) 848-1112

Email: mless@lookingglass.org

Services Provided: "We have had an ongoing, collaborative, very harmonious working relationship with Unity Council for nearly 20 years, providing mental health consultation for their Early Head Start and Head Start programs."

How satisfied were you with the services provided?

Excellent X Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

Reference 5:

Customer Name: City of Oakland, Head Start Program

Contact Name: Diveena Cooppan

Title: Program Director

Address: 150 Frank H. Ogawa Plaza, Oakland, CA 94612

Phone Number: (510) 238-3165 x7186

Email: DCooppan@oaklandca.gov

Services Provided: Early Care, Education, and Family Support Services

How satisfied were you with the services provided?

Excellent X Good Average Unsatisfactory

Was the project completed on time and within budget? Yes

The Unity Council
Response to RFP No. 21-106ECE

Exhibit C
Proposal Price Form

Service Description:	Annual Pricing:
Cal-Safe Early Head Start (30 slots)	\$514,006
Foothill Square Early Head Start (8 slots)	\$155,874
Thurgood Marshall Early Head Start (4 slots)	\$77,937
Total Annual Amount of Proposal:	\$747,937
Additional Fees or Special Request Costs:	_____

Signature _____

C5DDBF994FC04E4...

Print Name: Chris Iglesias
Title: Chief Executive Officer
Company Name: The Unity Council
Print Name: chris iglesias

Date: August 20, 2021

The Unity Council
Response to RFP No. 21-106ECE

Exhibit D Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

The Unity Council
Response to RFP No. 21-106ECE

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.
4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.
5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.
6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.
7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.
8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding

The Unity Council
Response to RFP No. 21-106ECE

sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor 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 Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.
10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.
11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.
13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.
14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

The Unity Council
Response to RFP No. 21-106ECE

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.
16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.
17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.
18. Time – Time is of the essence.
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.
21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.
22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:  _____
C5DDBF994FC04E4...

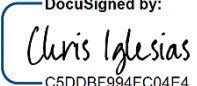
Date: August 20, 2021

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither The Unity Council nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 20th day of August, 2021 for the purposes of submission of this bid.

By  C5DDBF994FC04E4...

(Signature)

Chris Iglesias
Typed or Printed Name

Chief Executive Officer
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 20th day of August, 2021 for the purposes of award of this contract.

By  C5DDBF994FC04E4...

(Signature)

Chris Iglesias
Typed or Printed Name

Chief Executive Officer
Title

EXHIBIT F

INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, 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.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

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.

EXHIBIT G

WORKERS COMPENSATION CERTIFICATE

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: The Unity Council

By: Chris Iglesias

Signature of Authorized Signer _____

Title of Signor Chief Executive Officer

By _____

DocuSigned by:

Chris Iglesias

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DocuSigned by:

Chris Iglesias

C5DDBF994FC04E4

Signature of Authorized Signor _____

Chief Executive Officer

Title of Signor

The Unity Council
Response to RFP No. 21-106ECE

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

I, Chris Iglesias, acknowledge and certify as follows: (The Unity Council)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (“Notice”) (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

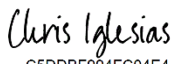
Executed at 1900 Fruitvale Avenue, Suite 2A, Oakland CA on August 20, 2021

Chris Iglesias
Type or Printed Name

1900 Fruitvale Avenue, Ste 2A, Oakland, CA 94601
Address

Chief Executive Office
Title

510-535-6918
Telephone

DocuSigned by:

C5DDBF994FC04E4...

Signature

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS
CHECK (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with

The Unity Council

Response to RFP No. 21-106ECE

a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT I

NON-COLLUSION DECLARATION

I, Chris Iglesias, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

August 20, 2021


Date

The Unity Council

Name of Vendor

Chris Iglesias

Printed Name of Authorized Company Representative

DocuSigned by:

C5DDBF994FC04E4...

Signature of Authorized Company Representative

**EXHIBIT J
PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (X) YES

Option Granted (___) NO

**The Unity Council
Response to RFP No. 21-106ECE**

EXHIBIT K

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

August 20, 2021
Date

DocuSigned by:
Chris Iglesias
C5DDBF994FC04E4...
CEO
Signature/Title

Chris Iglesias
Type or Print Name

The Unity Council 1900 Fruitvale Avenue, Suite 2A
Name of Company Address

Oakland, CA
City and State

510 535-6918 534-7771
Area Code Telephone # Fax #

94-1670490
Federal Tax ID Number

EXHIBIT L

Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. 21-106ECE, The Unity Council (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Chris Iglesias, Chief Executive Officer, as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without

**The Unity Council
Response to RFP No. 21-106ECE**

such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**The Unity Council
Response to RFP No. 21-106ECE**

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer:

Chris Iglesias
Name of Proposer's Signee

Date: August 20, 2021

Chief Executive Officer
Title of Proposer's Signee

SUBCONTRACT CERTIFICATION

INSTRUCTIONS: Please complete one form per subcontractor.

Contractor Name: Oakland Unified School District

Vendor Number: 006125

County: 01 Alameda 

Contract Type: California Center-Based (CCTR) 

Contract MRA: \$4,127,761.00

Total Percentage of MRA Subcontracted: 6.72%

Subcontractor

Subcontractor Legal Name: Spanish Speaking Unity Council

Does this subcontractor also contract with CCDD? Yes No

Site #	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1.	Wilma Chan Child Development Center	7980 Plymouth St Oakland, CA 94621	01 Alameda	6.72%
2.				
3.				
4.				



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

July 6, 2021

Ms. Christie Herrera
1025 4th Avenue
Oakland, CA 94606

SUBJECT: SUBCONTRACT APPROVAL

Dear Ms. Herrera:

The California Department of Social Services, Child Care and Development Division, is in receipt of your request dated, July 1, 2021, seeking approval to subcontract a portion of your General Child Care and Development (CCTR) with the Spanish Speaking Unity Council.

Your request to subcontract CCTR services in Alameda County with Spanish Speaking Unity Council is approved.

Please note that when you subcontract direct services, the subcontractor must be audited in accordance with the Office of External Audits' Guidelines. That audit will be reported with your own audit. Your annual audit and program self-evaluation will include a review of subcontractor compliance as well. Finally, the subcontractors must adhere to the Funding Terms and Conditions of your contract while your agency remains ultimately responsible for compliance.

If you have any questions regarding this subject, please contact me by phone at 916-651-7341 or by email at deborah.rawson@dss.ca.gov

In Partnership,

Deborah Rawson

Deborah Rawson
Child Development Consultant
Program Quality Improvement Branch
Child Care and Development Division

Board Office Use: Legislative File Info.	
File ID Number	22-1636
Introduction Date	8/10/22
Enactment Number	22-1401
Enactment Date	8-10-2022 CJH



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

Augusts 10, 2022

To: Board of Education

From: Kyla Johnson-Trammell Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Learning

Subject: Grant Award – California Department of Social Services – CCTR – 2010 – General Child Care and Development Program – Early Childhood Education

ACTION REQUESTED:

Adoption by the Board of Education of Resolution No. 2122-0244 – Approving, Grant Contract No. CCTR – 2010 from California Department of Social Services to provide funding for General Child Care and Development Programs for the Early Childhood Education Department, funding \$4,127,761.00, for the period July 1, 2022 to June 30, 2023, to accept the same, in whole or in part, pursuant to the terms and conditions there of and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant amendment agreement for OUSD schools for the 2022-2023 fiscal year that benefit the Early Childhood Education Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary’s Office and will be electronically available within one week of the Board meeting through Board of Education Legislative information Center under the file I.D number stated at the top of this page.

File I.D #	Backup Document Included	Type	Recipient	Grant’s Purpose	Time Period	Funding Source	Original Amount	Increase Amount	Grant Contract Amount
22-1636	Yes	CCTR -2010	Oakland Unified School District, Early Childhood Education Department	To provide funding for the General Child Care and Development Programs for the Early Childhood Education Department	7/1/2022 through 6/30/2023	California Department of Social Services	\$4,127,761.00		\$4,127,761.00

Discussion:

The district created a Grant Face sheet process to:

- Review scopes of work outlined by grant agreement and assess their contribution to sustained student achievement.
- Identify OUSD resources required for program success.
OUSD received a completed grant agreement for each program listed in the chart by department.

Fiscal Impact:

The total amount of the grant amendment will be provided to OUSD ECE program based on the adjustment to the Special Fund account.

- Grant Valued: \$4,127,761.00

Recommendation:

Acceptance by the Board of Education of District grant amendment agreements for Early Childhood Education Program for fiscal year 2022-2023, pursuant to the terms and conditions thereof, if any.

Attachments:

Grant Face sheet

Resolution: 2022-2023

Grant Agreement CCTR-2010, FY 2022-23

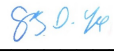

RESOLUTION
OAKLAND UNIFIED SCHOOL DISTRICT
No. 2122-0244

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2022-2023

RESOLUTION

BE IT RESOLVED that the Governing Board of Oakland Unified School District

authorizes entering into local agreement number/s CCTR-2010 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Gary Yee</u>	<u>President, Board of Education</u>	<u></u>
<u>Kyla Johnson – Trammell</u>	<u>Secretary, Board of Education</u>	<u></u>

PASSED AND ADOPTED THIS 10th day of August, 2022, by the

Governing Board of Oakland Unified School District

of Alameda County, California.

I, Kyla Johnson-Trammell, Clerk of the Governing Board of Oakland Unified School District of Alameda County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.


(Clerk's signature)

8-11-2022
(Date)


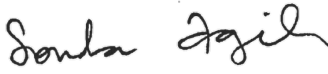
OUSD Grants Management Face Sheet

Title of Grant: CCTR – 2010 General Child Care & Development Programs	Funding Cycle Dates: July 1, 2022 through June 30, 2023
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) Oakland Unified School District Early Childhood Education 1025 4 th Ave Oakland CA 94606 510.273.8277	Grant Amount for Full Funding Cycle: \$4,127,761.00
Funding Agency: California Department of Education	Grant Focus: General Child Care & Child Development Programs
List all School(s) or Department(s) to be Served: All Child Development school age programs	

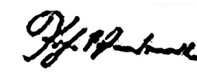
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant contract will support the school age program under the General Child Care Program.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)	The Annual Agency plan will determine the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district’s indirect rate of 5.59% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)	Indirect cost is a part of the budget for this grant
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

Who is the contact managing and assuring grant compliance? (Include contact’s name, address, phone number, email address.)	Christie Herrera Executive Director of Early Learning Oakland Unified School District 1025 4 th Ave, Oakland CA 94606 510-273-8277 Christie.herrera@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Executive Director of Early Learning	Christie Herrera		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		6/17/2022

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		8-11-2022



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

FY 22/23 General Child Care Agreement

DATE: July 01, 2022

CONTRACT NUMBER: CCTR-2010

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 01-6125-00-2

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS (Program Requirements)*; the FUNDING TERMS AND CONDITIONS (FT&C)*, as approved by the State Agency referenced at: https://www.cdss.ca.gov/infocources/child-care-and-development/contractor-resources. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2022 through June 30, 2023. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, based on the Agreement rate (which is the service county reimbursement rate as provided in MB 21-26 and 21-26E: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2021/CCB21-26E.pdf?ver=2022-01-26-135931-260), applicable to the sites, as located in the service counties, approved by the Child Care and Development Division, the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$4,127,761.00.

During the term of this Agreement, the Agreement rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 240

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this Agreement shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. https://www.cdss.ca.gov/infocources/child-care-and-development/contractor-resources.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,127,761	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE	
	(OPTIONAL USE) See Attached			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,127,761	OBJECT OF EXPENDITURE (CODE AND TITLE) 702			

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-2010

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 610,243	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 610,243	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 280,525	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 280,525	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,978,913	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,978,913	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,258,080	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14551-6125	FC# 93.575	PC# 000000	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,258,080	ITEM 30.10.020. 5180-101-0890	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5162 Rev-8290			