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



Community Schools, Thriving Students

Memo

To

Board of Education

From

Gary Yee, Ed.D., Acting Superintendent

115 B

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date

(To be completed by Procurement) Subject

Subcontract - <u>Spanish Speaking Unity Council</u> - 910/Early Childhood Education Department

Action Requested

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

Background A one paragraph explanation of why the consultant's

services are needed.

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

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

Recommendation

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

Fiscal Impact

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

Attachments

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

RESOLUTION

OF THE

BOARD OF EDUCATION

OF THE

OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 1314-1031

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

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

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex) which were deemed unusable and which the District is in the process of replacing, and 2) portions of the Stonehurst Center are currently under construction; and

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

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

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

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

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

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

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

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

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

PASSED BY THE FOLLOWING VOTE:
AYES:
NAYS:
ABSTAINED:
ABSENT:
I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held on April 23, 2014.

Gary Yee, Ed.D.

Secretary, Board of Education Oakland Unified School District

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

June 30, 2014, to The Spanish Speaking Unity Council.

Subcontract

Between

The Oakland Unified School District

And

The Spanish Speaking Unity Council

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

RECITALS

WHEREAS, the Board of Education of the District on January 9, 2013 in Board Enactments 1 3-0073 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2013-14 fiscal year; and

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

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

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex, Stonehurst Centers) which were deemed unusable and which the District is in the process of replacing.

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

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program, including opening of Stonehurst and Arroyo Child Development Centers in 2013-14.

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

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

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

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

PASSED BY THE FOLLOWING VOTE:
AYES:
NAYS:
ABSTAINED:
ABSENT:
hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held on April 23, 2014

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

Subcontract

Between

The Oakland Unified School District

And

The Spanish Speaking Unity Council

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WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex, Stonehurst Centers) which were deemed unusable and which the District is in the process of replacing.

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

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program, including opening of Stonehurst and Arroyo Child Development Centers in 2013-14.

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

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

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

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

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

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

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

- **6. Reporting Requirements:** (a) The Spanish Speaking Unity Council will submit 801A family file data online to the California Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month; (b) The Spanish Speaking Unity Council will submit 801B data to the California Department of Education, Child Development Division by the mandated deadline each month.
- 7. Payment Process Required Documentation: (a) All monthly attendance accounting documentation must be submitted by contract type and match (exactly) the 801A file that is submitted by the agency to the Child Development Division; (b) All claims must be supported by (exactly) the 9400 report; (c) The Spanish Speaking Unity Council must submit the CDFS 8501 HR (for CSPP) and CDFS 9500 HR (CCTR) report of attendance and expenditures to OUSD as required; (d) all monthly attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 10th day of every month for the reporting period ending of the previous month.
- **8. Notice:** All final claims and invoices must be submitted no later than July 10, 2014. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent electronically to the other party at the address set forth below.

The District

Oakland Unified School District Early Childhood Education Programs 746 Grand Avenue Oakland, CA 94610 Attn: Lynne Martin, Director

Spanish Speaking Unity Council

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

9. Insurance

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

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

- 10. Indemnification: The Spanish Speaking Unity Council agrees to hold harmless, indemnify, and defend the District and its Board of Education, officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Subcontract. The Spanish Speaking Unity Council also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to The Spanish Speaking Unity Council in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.
- 11. Assignment: The obligations of The Spanish Speaking Unity Council, under this Subcontract shall not be assigned by The Spanish Speaking Unity Council without the express prior written consent of the District.
- **12. Waiver:** No delay or omission by either party in exercising any right under this Subcontract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Subcontract.
- 13. Termination: the District may at any time terminate this Subcontract upon 90 day written notice to The Spanish Speaking Unity Council In addition, the District may terminate this Subcontract for cause should The Spanish Speaking Unity Council fail to perform any part of this Subcontract. In the event that the State Department of Education determines the need to reduce funding levels for OUSD contracts, OUSD maintains the right to reduce the amount of the subcontract or terminate the subcontract agreement within 90 days provided a written notice.

14. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to The Spanish Speaking Unity Council services under this Subcontract and The Spanish Speaking Unity Council certifies its compliance with these provisions as follows: ("The Spanish Speaking Unity Council certifies that The Spanish Speaking Unity Council has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all The Spanish Speaking Unity Council employees, subcontractors, agents, and subcontractors' employees or agents employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of The Spanish Speaking Unity Council, who may have contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Education determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. The Spanish Speaking Unity Council further certifies that it has received and reviewed fingerprint results for each of its Employees and has requested and reviewed subsequent arrest records for all providing services and this Subcontract.

The Spanish Speaking Unity Council:

- **15. No Rights in Third Parties:** This Subcontract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- **16. Litigation:** This Subcontract shall be governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Subcontract. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 17. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to The Spanish Speaking Unity Council absent formal approval. This Subcontract shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- **18.** Integration/Entire Subcontract of Parties: Except as expressly provided in this Subcontract, all other FY 2013-14 terms and conditions shall

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

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

Spanish Speaking Unity Council

Chris Iglesias, CEO

The Oakland Unified School District

Dr. Gary Yee

Acting Superintendent and Secretary, Board of Education

David Kakishiba

President, Board of Education



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/14

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 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).

Der Manouel Ins & Fin Svcs Inc Der Manouel Insurance Group P.O. Box 28906		559-447-4600	CONTACT Carol Burns			
			PHONE (A/C, No. Ext): 559-447-4600	-447-4586		
			E-MAIL ADDRESS: cburns@dmig.com			
Fresno, CA 93729-8906 Bob Grossman		INSURER(S) AFFORDING COVERAGE		NAIC#		
			INSURER A: Great American Insuran	ice Co.	16691	
of Alameda C dba: The Unit Peralta Servio 1900 Fruitvale	Spanish Speaking Unity Council	Alameda County, Inc.	INSURER B: Cypress Insurance Com	pany	10855	
	of Alameda County, Inc.		INSURER C: Travelers Casualty Ins C			
	dba: The Unity Council & Peralta Service Corporation		INSURER D:			
	1900 Fruitvale Ave, Suite 2A		INSURER E:			
	Oakland, CA 94601		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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

NSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		PAC1437909	10/01/13	10/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1 1				PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY		CAP1437910		10/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO			10/01/13		BODILY INJURY (Per person)	\$	
	ALLOWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
Α	X EXCESS LIAB CLAIMS-MADE		EXC1437911	10/01/13	10/01/14	AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 0						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	3300055830-122		10/01/14	WC STATU- TORY LIMITS X OTH- ER			
В			10/01/13		E.L. EACH ACCIDENT	\$	1,000,000	
		NIA				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Professional Liab		PAC1437909	10/01/13	10/01/14	Agg/Ea CI		\$2m/\$1n
C	Crime		105953525	07/01/13	07/01/14	Lmt/Ded		500000/2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Endorsement Attached: CG 2026 07/04

900 High Street

Oakland, CA 94601

CERT	IFICA"	TE H	OLE	DER

OAKLA-2

CANCELLATION

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

Care A. Burn

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organizations(s)
Oakland Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to in-clude as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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