Board Office Use: **Legislative File Info.**	
File ID Number	16-2330
Introduction Date	11-9-16
Enactment Number	16-1770
Enactment Date	11-15-16

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 11-15-16

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

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Action Requested Approval of Subcontract between Oakland Unified School District and The Spanish Speaking Unity Council. A Portion of the District Child Development funding for the period of Sept 1, 2016 through June 30, 2017.

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.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of the subcontract with Spanish Speaking Unity Council in an effort to protect the districts state funding reductions in future years.

Recommendation Approval of Subcontract between Oakland Unified School District and The Spanish Speaking Unity Council. A Portion of the District Child Development funding for the period of Sept. 1, 2016 through June 30, 2017.

Fiscal Impact Funding resource name: 6105 General Child Development Program will subcontract services for an amount not to exceed $350,000.00. The District will earn an administrative fee for the subcontract of approximately $26,250.00

Attachments

- Resolution No.
- Subcontract Agreement
- Certificate of Insurance

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

Legislative File ID No. 16-2330

Department: Superintendent

Vendor Name: Spanish Speaking Unity Council

Contract Term: Start Date: Sept. 1, 2016 End Date: June 30, 2017

Annual Cost: $ 26,250.00

Approved by: General Counsel

Is Vendor a local Oakland business? Yes ☑ No ☐

Why was this Vendor selected?

Expertise in Proving quality, comprehensive child care and education.

Summarize the services this Vendor will be providing.

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

Was this contract competitively bid? Yes ☐ No ☑

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

RESOLUTION

OF THE

BOARD OF EDUCATION

OF THE

OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 1617-0075

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 2016-17 CHILD DEVELOPMENT FUNDING

WHEREAS, Oakland Unified School District ('the District') is under earning its State child development contract for the 2016-17 fiscal year; and

WHEREAS, the 2016-17 fiscal year is the ninth 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 ECE program; and

WHEREAS, the District has identified **T**he 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 seven and a half percent (7.5%) administrative contract management fee; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The Spanish Speaking Unity Council comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed $350,000.00 of the District's State funding for Child Development Centers for the

period of Sept. 1, 2016 to June 30, 2017 to The Spanish Speaking Unity Council, with an administrative fee in the amount of $ 26,250.00 payable by the Spanish Speaking Unity Council to the District.

PASSED BY THE FOLLOWING VOTE:

AYES: **Jody London, Aimee Eng, Jumoke Hinton Hodge, Shanthi Gonzales and Vice President Nina Senn**

NAYS: **None**

ABSTAINED: **None**

ABSENT: **Roseann Torres and President James Harris**

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Special Meeting of the Governing Board of the Oakland Unified School District held on November 15, 2016 at Oakland, CA.

Antwan Wilson
Secretary, Board of Education
Oakland Unified School District

File ID Number: 16-2330
Introduction Date: 11-15-16
Enactment Number: 16-1770
Enactment Date: 11-15-16
By:

Subcontract

Between

The Oakland Unified School District

And

The Spanish Speaking Unity Council

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

RECITALS

WHEREAS, the Board of Education accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2016-17 fiscal year; and

WHEREAS, the District is anticipating under earning its State Child Development contract for the 2016-17 fiscal year;

WHEREAS, the 2016-17 fiscal year is the ninth fiscal year of under earning of the contract;

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Arroyo Viejo CDC, Centro Annex CDC, Yuck Yau Annex CDC) which have only recently been rebuilt. During reconstruction the sites were unusable.

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

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

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

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

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

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

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

1. Term: This Subcontract shall become effective on Sept. 1, 2016 the date approved by the Board of Education of the District and shall expire on July 1, 2017.

2. Subcontract Amount: The District herby agrees to subcontract from the CCTR- 6008 Contract, not to exceed $350,000.00 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2017 as follows:

Contract	Minimum Child days of enrollment (CDE) requirement	Minimum Child days of enrollment (MDO) requirement	Rate per Child Per day of fulltime enrollment	Maximum amount of the contract
CCTR				
6008	8081.27	198	$43.31	$350,000

3. Subcontract Management and Administration Fee: The Spanish Speaking Unity Council agrees that the District will withhold a management and administration fee of 7.5% to cover the expenses incurred by the District in managing and administering the Subcontract. Said fee shall be deducted from the gross amount due to The Spanish Speaking Unity Council each month based on the invoice and this agreement.

4. Incorporation by Reference of Terms and Conditions: The (a) Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2016-17 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 2016-17 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.

5. Identification of Specific Requirements: (a) The Spanish Speaking Unity Council to make available to OUSD the following documentation for each child claimed: 1) Current NOA for FY2016-17; 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 9500 HR report of attendance and expenditures to OUSD as required; (d) all monthly attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 1st, 2nd, 3rd, and 4th quarter of FY 2016-17.

8. **Notice:** All final claims and invoices must be submitted by the SSUC to OUSD no later than July 9, 2017. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent electronically to the other party at the address set forth below.

The District

Oakland Unified School District
Early Childhood Education
1025 4th ave
Oakland, CA 94606
Attn: Christie Anderson, Director

Spanish Speaking Unity Council

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

9. Insurance

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

General Liability Insurance: The Spanish Speaking Unity Council shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The

coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached. Inclusion of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against The Spanish Speaking Unity Council. The policy shall protect The Spanish Speaking Unity Council and the District in the same manner as though each were separately issued.

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

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

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

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

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

The Spanish Speaking Unity Council: _____

15. No Rights in Third Parties: This Subcontract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

16. Litigation: This Subcontract shall be governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Subcontract. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

17. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to The Spanish Speaking Unity Council absent formal approval. This Subcontract shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

18. **Integration/Entire Subcontract of Parties:** Except as expressly provided in this Subcontract, all other FY 2016-17 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

Spanish Speaking Unity Council

Elizabeth Crocker, Vice President for Children and Family Services

The Oakland Unified School District

Antwan Wilson
Superintendent and Secretary, Board of Education

James Harris
President, Board of Education

Devin Dillon, Ph.D
Chief Academic Officer

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _____ Attorney - Law

File ID Number: 16-2330
Introduction Date: 11-15-16
Enactment Number: 16-1770
Enactment Date: 11-15-16
By:

UNITY-5 OP ID: SR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/27/2016

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).

PRODUCER
Der Manouel Ins & Fin Svcs Inc
Der Manouel Insurance Group
P.O. Box 28906
Fresno, CA 93729-8906
Bob Grossman

CONTACT NAME: Raquel Nunez
PHONE (A/C, No, Ext): 559-447-4600 FAX (A/C, No): 559-447-4586
E-MAIL ADDRESS: rnunez@dmig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Co.	16691
INSURER B : Redwood Fire & Casualty Ins Co	
INSURER C : Travelers Casualty Ins Co of A	19046
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:**

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		PAC1437909	10/01/2015	10/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	20,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			CAP1437910	10/01/2015	10/01/2016	BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	[ ] UMBRELLA LIAB [X] OCCUR			EXC1437911	10/01/2015	10/01/2016	EACH OCCURRENCE	$	5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	5,000,000
	[ ] DED X RETENTION $ 0							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		SPWC606618	10/01/2015	10/01/2016	X PER STATUTE [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Liab			PAC1437909	10/01/2015	10/01/2016	Agg/Ea Cl		$2m/$1m
C	Crime			105953525	07/14/2015	07/14/2016	Lmt/Ded		500000/2500

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 07/04

CERTIFICATE HOLDER

OAKUNIF

Oakland Unified School
District
Risk Management
900 High Street
Oakland, CA 94601

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

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POLICY NUMBER: PAC1437909

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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