

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-0908
Introduction Date	6/28/17
Enactment Number	17-0938
Enactment Date	6/29/17



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

To Board of Education  
From Devin Dillon, PH.D, Interim Superintendent

Board Meeting Date  
*(To be completed by Procurement)* \_\_\_\_\_

Subject Amendment 1, Subcontract - The City of Oakland - 910/Early Childhood Education Department

**Action Requested** Adoption by the Board of Education of Amendment No. 1, Subcontract between District and the City of Oakland, Head Start Program, decreasing a portion of the District's Fiscal Year 2016-17 Child Development Funding, for the provision of childcare services, by \$110,500.00, from \$200,000.00 to \$89,500.00, due to under enrollment, for the term November 1, 2016 through July 1, 2017. All other terms and conditions of the Subcontract remain in full force and effect.

**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 City of Oakland, as qualified subcontractor. Amending and decreasing the original contract amount from \$200,000 to \$89,500

**Discussion**  
*One paragraph summary of the scope of work.*

**Recommendation** Adoption by the Board of Education of Amendment No. 1, Subcontract between District and the City of Oakland, Head Start Program, decreasing a portion of the District's Fiscal Year 2016-17 Child Development Funding, for the provision of childcare services, by \$110,500.00, from \$200,000.00 to \$89,500.00, due to under enrollment, for the term November 1, 2016 through July 1, 2017. All other terms and conditions of the Subcontract remain in full force and effect.

**Fiscal Impact** Funding resource name: 6105 Child Development (F12) will be subcontracted, in an amount not to exceed \$89,500.00. The District will Earn an administrative fee for the subcontract of approximately \$6,244.00.

**Attachments**

- Resolution No. 1617-0174
- Amendment 1, Subcontract Agreement
- Original Contract

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

### AMENDMENT NO. 1 TO SUBCONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and City of Oakland (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR on 11/15/16 (OUSD Board Enactment # 16-1769 and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work is unchanged.  The scope of work has changed.  
The CONTRACTOR agrees to provide the following amended services:  
The number of minimum child days of enrollment (CDE) requirement decreased from 4617.87 to 2066.49.

2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ \_\_\_\_\_ to original contract amount.  
 Decrease of \$110,500 to original contract amount  
The new contract total is Eighty-Nine Thousand Five Hundred dollars (\$89,500.00).

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
/	/	/	\$ /

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief

[Signature] [Signature]  
Secretary, Board of Education

6/29/17  
Date

6/29/17  
Date

CONTRACTOR

[Signature]  
Contractor Signature

SARA BEDFORD  
Print Name, Title

6/6/17  
Date

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

By: [Signature]  
Attorney at Law

Board Office Use: Legislative File Info.	
File ID Number	16-2329
Introduction Date	11-15-16
Enactment Number	16-1769
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 - City Of Oakland, Head Start Program - 910/Early Childhood Education Department

**Action Requested** Approval of Subcontract between Oakland Unified School District and The City of Oakland. 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 City of Oakland, as qualified subcontractor.

**Discussion**  
*One paragraph summary of the scope of work.*  
Approval by the Board of Education of the subcontract with the City of Oakland in an effort to protect the districts state funding reductions in future years.

**Recommendation** Approval of Subcontract between Oakland Unified School District and The City of Oakland. 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 (CCTR) will subcontract services for an amount not to exceed \$200,000.00. The District will earn an administrative fee for the subcontract of approximately \$15,000.00

**Attachments**

- Resolution No.
- Subcontract Agreement
- Certificate of Insurance



**CONTRACT JUSTIFICATION FORM**

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

Legislative File ID No. 16-2329

Department: Superintendent

Vendor Name: The City of Oakland

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

Annual Cost: \$ 15,000.00

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**
- 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. 1617-0014

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**RESOLUTION AUTHORIZING SUBCONTRACTING TO THE CITY OF OAKLAND, HEAD START PROGRAM 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 The City of Oakland, a nonprofit public benefit corporation, with locations throughout Alameda County as a qualified subcontractors; and

**WHEREAS**, The City of Oakland serve 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 City of Oakland. 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 City of Oakland seven and a half percent (7.5%) administrative contract management fee; and

**WHEREAS**, The City of Oakland 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 City of Oakland comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$200,000.00 of the District's State funding for Child Development Centers for the period of Nov. 1, 2016

to June 30, 2017 to The City of Oakland, with an administrative fee in the amount of \$ 24,453.00 payable by the City of Oakland to the District.

**PASSED BY THE FOLLOWING VOTE:**

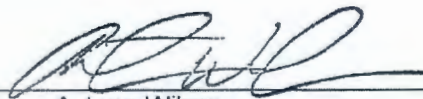
**AYES:** Jody London, Aimee Eng, Jumoke Hinton Hodge, Shanthi Gonzales  
and Vice President Nina Senn

**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: 16-2329  
Introduction Date: 11-15-16  
Enactment Number: 16-1769  
Enactment Date: 11-15-16  
By:

**Subcontract**  
**Between**  
**The Oakland Unified School District**  
**And**  
**The City of Oakland, Head Start Program**

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and The City of Oakland of 150 Frank Ogawa Plaza, with its main offices in Oakland, California. The City of Oakland 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**, 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 City of Oakland as a qualified subcontractor;



**WHEREAS**, The City of Oakland 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 City of Oakland, may recover from The City of Oakland a 7.5 percent (7.5%) administrative contract management fee; and

**WHEREAS**, The City of Oakland has the facility capacity to earn the funds the District will subcontract;

**RESOLVED**, that the District and The City of Oakland agree to enter into this Subcontract and agree to the following terms and conditions:

- 1. Term:** This Subcontract shall become effective on Nov. 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 hereby agrees to subcontract from the CCTR- 6008 Contract with the amount, not to exceed \$200,000.00 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	4617.87	163	\$43.31	\$200,000

- 3. Subcontract Management and Administration Fee:** The City of Oakland 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 City of Oakland 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 City of Oakland 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 City of Oakland will submit 801A family file data on-line to the California Department of Education, Child Development Division no later than the 10<sup>th</sup> of every month for the service period of the previous month; (b) The City of Oakland 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; and CDMIS management report showing 801A total number of children by program code (b) All claims must be supported by (exactly) the 9400 report; (c) The City of Oakland must submit the 9500 HR report of attendance and expenditures to OUSD as required; (d) all 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 City of Oakland 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

**The City of Oakland**

City of Oakland Head Start/Early Head Start Program  
Human Services Department  
150 Frank Ogawa Plaza, Ste 5352  
Oakland, CA 94612  
Attn: Sara Bedford, Department Director

**9. Insurance**

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

**10. Indemnification:** The City of Oakland 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 City of Oakland 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 City of Oakland in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

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

**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.

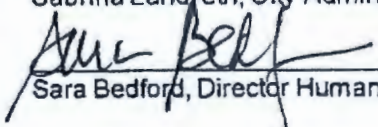
**17. Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to The City of Oakland absent formal approval. This Subcontract shall be 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

**The City of Oakland**

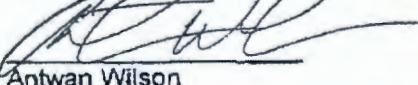


Sabrina Landreth, City Administrator



Sara Bedford, Director Human Services Department

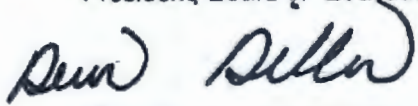
**The Oakland Unified School District**



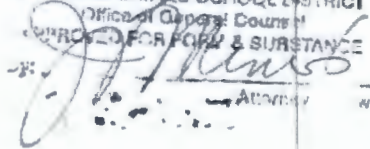
Antwan Wilson  
Superintendent and Secretary, Board of Education



James Harfis  
President, Board of Education



Devin Dillon, Ph.D  
Chief Academic Officer

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

File ID Number: 16-2329  
Introduction Date: 11-15-16  
Enactment Number: 16-176A  
Enactment Date: 11-15-16  
By: \_\_\_\_\_

## CITY OF OAKLAND CERTIFICATE OF SELF-INSURANCE

**CERTIFICATE HOLDER:** Oakland Unified School District  
900 High Street  
Oakland, Ca 94601

**LOCATION OF OPERATION:** West Grand; Arroyo Viejo; Lion Creek Crossings; San Antonio Park; and Broadway  
Early Head Start Program in the City of Oakland.

**DESCRIPTION OF ACTIVITY:** Early Head Start/OUSD Child Care Program Services

**DATE(S) OF COVERAGE:** 11/01/2016 through 6/30/2017

**CERTIFICATE ISSUER:** CITY OF OAKLAND  
HUMAN RESOURCES MANAGEMENT  
RISK MANAGEMENT DIVISION  
150 Frank Ogawa Plaza, 3rd Floor  
Oakland, CA 94612  
510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

<u>Type of Coverage(s)</u>	<u>Self-Insured Limit(s)</u>
<b>I. General Liability:</b>	\$1,000,000 ea, occurrence
<b>II. Auto Liability:</b>	\$1,000,000 CSL
<b>III. Workers' Compensation And Employers' Liability</b>	Statutory Limits E.L. each accident           \$1,000,000 E.L. Disease—ea. Employee \$1,000,000 E.L. Disease—Policy Limit   \$1,000,000
<p><b>SPECIAL TERMS AND CONDITIONS:</b> The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event:</p> <ul style="list-style-type: none"> <li>• Oakland Unified School District, 900 High Street, Oakland, CA 94601</li> </ul>	
<p>Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder.</p>	
<p style="text-align: center;">It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.</p>	
<p><b>Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.</b></p>	

**DATE ISSUED:**

September 30, 2016

**CERTIFICATE EXPIRES:**

June 30, 2017

*Deborah Grant*

AUTHORIZED SIGNATURE  
RISK MANAGER