

| | |
|---|----------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 25-2806 |
| Introduction Date | 12/10/25 |
| Enactment Number | |
| Enactment Date | |



Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Jessica Cannon, Executive Director, Early Learning

Meeting Date December 10, 2025

Subject Services Agreement with The Spanish Speaking Unity Council of Alameda County, Inc dba The Unity Council

Ask of the Board Approval by the Board of Education of Resolution No. 2526-0031 – Authorizing Subcontract to The Spanish Speaking Unity Council of Alameda County, Inc, dba The Unity Council, A Portion of the District's Fiscal Year 2025-26 CCTR-General Child Care and Child Development Program, for the provision of child development services, in an amount not to exceed \$562,462.00, with no administrative fee, for the term of July 1, 2025 through June 30, 2026, subject to the Council complying with any and all applicable terms and conditions of the State Contract.

Background 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 \$562,462.00 to The Spanish Speaking Unity Council from the District's Child Development funding. The agreement will cover FY 25-26.

Discussion The Spanish Speaking Unity Council will provide pre-school for children enrolled in the program, based on the needs of each family member.

Fiscal Impact The attached agreement would allocate \$562,462.00 to The Spanish Speaking Unity Council from the District's Child Development funding. The agreement will cover FY 25-26 CCTR Program.

Attachment(s)

- Resolution No 2526-0031
- OUSD CCTR Grant Award
- Services Agreement
- CCTR Funding Terms & Conditions
- Subcontract Certification-CCD30B
- Spanish Speaking Unity Certificate of Liability Insurance
- Spanish Speaking Unity CCTR Fiscal Form-Funding Requirement

RESOLUTION
OAKLAND UNIFIED SCHOOL DISTRICT
No. 2526-0031

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 childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2025/2026.

RESOLUTION

BE IT RESOLVED that the Governing Board of __Oakland Unified School District_____

authorizes entering into local agreement number/s CCTR-Spanish Speaking Unity Subcontract 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>Jennifer Brouhard</u> | <u>President, Board of Education</u> | _____ |
| <u>Denise G. Saddler</u> | <u>Interim Secretary, Board of Education</u> | _____ |
| _____ | _____ | _____ |

PASSED AND ADOPTED THIS _____ day of _____, ____, by the

Governing Board of __Oakland Unified School District_____

of __Alameda__ County, California.

I, _____ 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)

(Date)



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2025CONTRACT NUMBER: CCTR-5011PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMSPROJECT NUMBER: 01-6125-00-5

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/inforesources/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, 2025 through June 30, 2026. For satisfactory performance of the required services, Effective November 9, 2022, the service county reimbursement rate as provided in CCB NO. 22-32: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2022/CCB_22-32.pdf?ver=2022-11-10-135821-41 0 is applicable to the sites, as located in the service counties, approved by the Child Care Development Division and indicated in the Child Development Management Information System (CDMIS), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$4,561,238.00

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): 237

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/inforesources/child-care-and-development/contractor-resources> .

IMPORTANT: Signature is not required.

| | | | | |
|--|---|---------|------------|-------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,561,238 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE | |
| | (OPTIONAL USE) See Attached | | | |
| | ITEM See Attached | CHAPTER | STATUTE | FISCAL YEAR |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 | | | |

| |
|---|
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,561,238 |

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-5011

| | | | | |
|--|---|----------------|-----------------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,352,022 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE Federal | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)9990 FC# 93.575 PC# 000324 25136-6125 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,352,022 | ITEM 30.10.020.001 5180-101-0890 | CHAPTER B/A | STATUTE 2025 | FISCAL YEAR 2025-2026 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|--|---|----------------|-----------------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,993,344 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE General | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)9990 13254-6125 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,993,344 | ITEM 30.10.020.001 5180-101-0001 | CHAPTER B/A | STATUTE 2025 | FISCAL YEAR 2025-2026 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | |

| | | | | |
|--|---|----------------|-----------------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 120,296 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE Federal | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)9990 FC# 93.596 PC# 000000 24568-6125 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 120,296 | ITEM 30.10.020 5180-101-0890 | CHAPTER B/A | STATUTE 2025 | FISCAL YEAR 2025-2026 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5160 Rev-8290 | | | |

| | | | | |
|---|---|----------------|-----------------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 95,576 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE General | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)9990 15540-6125 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 95,576 | ITEM 30.10.020.001 5180-101-3350 | CHAPTER B/A | STATUTE 2025 | FISCAL YEAR 2025-2026 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590 | | | |



SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. 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**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. 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 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the 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.

4. **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 the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly 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 (d)—indicate whether the SERVICES were 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.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and 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.
 - 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 may issue the termination notice without prior 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. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. 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, which 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 may issue the termination notice without prior 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 its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM 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. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. 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.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS 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. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an 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.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under 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 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.

10. **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 or VENDOR INDIVIDUALS in any reasonable 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 or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **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 3 (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.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. 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.
14. **Status.**
- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - 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 understands and agrees that it and any and all VENDOR INDIVIDUALS 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 INDIVIDUALS. 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 the 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.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, 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.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL 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.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. **Commercial General Liability Insurance.** 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, sexual misconduct, harassment, bodily injury and property damage. Coverage for 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). 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL 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 a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS 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 VENDOR INDIVIDUAL 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. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or 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 a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR 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.

20. Health and Safety Orders and Requirements; Site Closures.

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that 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 any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately 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 immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (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.

24. **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 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 and VENDOR INDIVIDUALS 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 and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **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 and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. 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 the 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.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **Incorporation of Recitals and Exhibits.** 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.
34. **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.
35. **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.

36. **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.
37. **Captions and Interpretations.** 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.
38. **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.
39. **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.
40. **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.
41. **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.
42. **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), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that 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, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Chris Iglesias

Signature:  Chris Iglesias 26/09/2025 08:38:10 PDT

Position: Chief Executive Officer

Date: 26/09/2025

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

☐ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template Approved as to form by OUSD Legal Department



**SERVICES AGREEMENT
EXHIBIT A**

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Spanish Speaking Unity Council

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: _____
The Spanish Speaking Unity Council will provide Pre School for children enrolled in the General Child Care and Development (CCTR) Program, based on the needs of each family member. They also have specific outcomes in the areas of child development, including self regulation, gross motor skills, and social emotional development. They will serve 16 CCTR Full Day Slots with this Fiscal Year 25-26.

Clause 2: **Term.**
a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: 7/1/2025
b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: 6/30/2026

Clause 3: **Compensation.**
a. The basis for payment to VENDOR shall be:
☐ Hourly Rate: _____ per hour
☐ Daily Rate: _____ per day
☐ Weekly Rate: _____ per week
☐ Monthly Rate: _____ per month
☐ Per Student Served Rate: _____ per student served
☒ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____
Allocated Funds \$562,462.00 per Fiscal Year 25-26

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and 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.
Not-To-Exceed Amount: \$562,462.00

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: Legal Notices.

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Spanish Speaking Unity Council
Address: 1900 Fruitvale Ave Suite 2A
City, ST Zip: Oakland, CA 94601
Phone: 510-535-6918
Email: ciglesias@unitycouncil.org

Clause 17: Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- ☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

Clause 18: Testing and Screening. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- ☐ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 20: Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- ☐ Yes, the SERVICES would be able to continue as described herein.
- ☐ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:







Services Agreement CCTR Spanish Speaking Unity Subcontract FY 25-26

Final Audit Report

2025-09-26

| | |
|-----------------|--|
| Created: | 2025-09-25 |
| By: | Julie Manis (julie.manis@ousd.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA9uzgZHK0MOJAJEYfX3DLY40yI-Jfntbo |

"Services Agreement CCTR Spanish Speaking Unity Subcontract FY 25-26" History

-  Document created by Julie Manis (julie.manis@ousd.org)
2025-09-25 - 6:49:31 PM GMT
-  Document emailed to ciglesias@unitycouncil.org for signature
2025-09-25 - 6:50:11 PM GMT
-  Email viewed by ciglesias@unitycouncil.org
2025-09-26 - 3:37:35 PM GMT
-  Signer ciglesias@unitycouncil.org entered name at signing as Chris Iglesias
2025-09-26 - 3:38:08 PM GMT
-  Document e-signed by Chris Iglesias (ciglesias@unitycouncil.org)
Signature Date: 2025-09-26 - 3:38:10 PM GMT - Time Source: server
-  Agreement completed.
2025-09-26 - 3:38:10 PM GMT

SUBCONTRACT CERTIFICATION

INSTRUCTIONS: Please complete one form per subcontractor.

Please Note: Family Child Care Home Education Network (FCCHEN) providers are not considered contractors and should not be included on this form.

| Contractor Name Oakland Unified School District | | | | Vendor Number 006125 | County 01 Alameda | |
|--|----------------------------------|---|---|--|---------------------------------|----------------------|
| Subcontractor Legal Name Spanish Speaking Unity Council | | Contracted Program Type California Center-Based (CCTR) | | | | |
| Contract Maximum Reimbursable Amount (MRA) \$4,561,238.00 | | | | Total Percentage of MRA Subcontracted <u>12.5</u> % | | |
| How many children does this subcontractor serve? | | | | Does this subcontractor also contract with the CCDD? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Site # | Site Name | Site Address | New Subcontractor | Service County | Percentage of MRA Subcontracted | Approved (CCDD ONLY) |
| 1 | Wilma Chan Child Development Cen | 7980 Plymouth Street, Oakland, CA 94621 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 01 Alameda | 12.5% | |
| 2 | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 3. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 4. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 5 | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 6 | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |

Please note: Subcontractors must be approved by the Child Care and Development Division, Program Quality and Improvement Branch.

Please contact your county's [Program Quality and Improvement Branch Consultant](#).

FOR CCDD USE ONLY – PROGRAM CONSULTANT APPROVAL

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge. I acknowledge that by providing my electronic signature for this form, I agree my electronic signature is the legal binding equivalent to my handwritten signature. I hereby confirm that my electronic signature represents my execution of authentication of this form, and my intent to be bound by it.

CCDD Program Consultant indicates signed approval of the above referenced subcontractors. _____

Indicate any notes on subcontractor sites not approved:

INSTRUCTIONS:

This form is only required from agencies who operate with the use of a subcontractor. Please complete one form per subcontractor.

1. **Contractor Name:** Enter the contractor's name.
2. **Vendor Number:** Enter the contractor's vendor number.
3. **County:** Select the contractor's headquartered county from the drop-down menu.
4. **Contract Type:** Select the contracted program type from the drop-down menu.
5. **Contract Maximum Reimbursable Amount (MRA):** Enter the dollar amount of the MRA.
6. **Total Percentage of MRA Subcontracted:** Enter the total percentage of the MRA subcontracted.
7. **Subcontractor Legal Name:** Enter the subcontractor's legal name.
8. **Does this subcontractor also contract with the CCDD?:**
Select 'yes' if the contractor to which you subcontract your services also has a current CCDD contract to provide state-subsidized child care and development services. Select 'no' if your subcontractor does not have a CCDD contract.
9. **Site Information and percentage of MRA Subcontracted:**
Enter the subcontractor's site name.
Enter the subcontractor's site address.
Subcontractors must be approved by the CCDD. Select 'yes' or 'no' to indicate if the subcontractor is new or has been previously approved by the CCDD.
Select the subcontractor's service county from drop-down menu.
Enter the percentage of MRA subcontracted.
Please note: Subcontracts for child care and development services must be audited in accordance with Audit Guidelines and reported with the contractor's audit.

D. California State Auditor (GC 8546.7)

Contractors shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this contract.

VI. SUBCONTRACTS

A written subcontract, as defined in Section X. *Definitions* below, is required for all service agreements except as outlined below.

A. Subcontracts Excluded from Requirements of this Section (5 CCR 18026, 18027)

1. The following types of relationships are not subject to the requirements contained in this section:
 - a. Employment agreements;
 - b. Facility rental or lease agreements except as set forth below;
 - c. Payment arrangements with family child care homes and/or providers;
 - d. Medical or dental service agreements;
 - e. Bookkeeping/auditing agreements, except that agencies must still follow requirements in paragraph C, *Private Agencies-Bids for Subcontracts*, below.
 - f. Food services agreements;
 - g. Janitorial and grounds keeping agreements;
 - h. A subcontract with a public agency, except for a subcontract with a public agency to provide child care and development services; and
 - i. Subcontracts with an individual for less than ten thousand dollars (\$10,000), except that agencies must still follow requirements in the paragraph C, *Private Agencies-Bids for Subcontracts*, below.
2. No subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.
3. Contractors are responsible for ensuring financial and compliance audits of all subcontractors.

B. Required Subcontract Provisions (5 CCR 18031)

The following provisions apply to all subcontracts unless exempted in paragraph (A) above.

Every subcontract shall be in writing and specify:

1. The dates within which the subcontractor is to perform the contract.
2. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the state.
3. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount.
4. The service(s) to be provided under the subcontract and the responsibilities of each party under the subcontract.
5. The subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers, employees or agents of the State of California.
6. Modifications of the subcontract shall be in writing, and for subcontracts in excess of ten thousand dollars (\$10,000), prior written CDSS approval is required unless the subcontract is otherwise exempt from prior CDSS approval.
7. The subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
8. The remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000).
9. The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the contractor upon termination of the subcontract. The subcontract shall also specify that the subcontractor shall obtain prior written approval from the contractor and the CDSS for any unit of equipment that costs in excess of ten thousand dollars (\$10,000).
10. The subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDSS's non-represented employees computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.
11. The subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or

supplying work, services, materials or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

12. For those subcontracts requiring prior approval, the subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years.
13. The provisions of the **Nondiscrimination Clause** included in the prime contract as specified in the 2 CCR 11105.
14. Funding of the subcontract should be made subject to the appropriation and availability of funds from the state.
15. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
16. The subcontract should provide that the subcontractor, its agents, and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
17. Subcontracts for ten thousand dollars (\$10,000) or more cannot become effective and binding on either the prime contractor or the subcontractor until approved in writing by the CDSS, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the state. Modifications to any contracts for \$10,000 or more shall also not be effective until approved in writing by the CDSS and any work in performance of such modification prior to the date of approval of the modification shall not be used as a claim against the state. Specific approval requirements are set forth in paragraph E, *Prior CDSS Approval for Subcontracts \$10,000 and Above*, below.
18. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.
19. All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

C. Private Agencies-Bids for Subcontracts (2 CFR 200.319, 5 CCR 18027)

1. Private contractors shall obtain at least three (3) bids or estimates for subcontracts exceeding ten thousand dollars (\$10,000), prior to cost allocation.

2. If three (3) bids or estimates cannot be obtained, the private contractor shall maintain documents in its records that establish:
 - a. The reasons three (3) bids or estimates could not be obtained; and
 - b. The reasonableness of the proposed expenditure without three (3) bids or estimates.
 - c. Documentation for the single-source vendor or service provider, including the reason that vendor should be approved, must be submitted for approval in lieu of three (3) bids.
3. The subcontract shall be awarded to the lowest responsible bidder.
4. The contractor shall not split subcontracts to avoid competitive bidding requirements.

D. Public Agencies Subcontracts

Public Agencies shall award subcontracts in accordance with the Public Contract Code.

E. Prior CDSS Approval for Subcontracts (5 CCR 18028-18030)

1. Contractors shall obtain prior written approval from the CDSS for subcontracts of ten thousand dollars (\$10,000) or more, prior to cost allocation, that are otherwise not excluded from the provisions as stated in paragraph (A) above.
2. Prior to execution of a subcontract and commencement of work, the contractor shall submit two (2) copies of the proposed subcontract to the CDSS for approval, including a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Bids, if applicable, shall be submitted to the CDSS when requesting approval. If three (3) bids were not obtained, the contractor shall provide written justification when the subcontract is submitted to the CDSS for prior approval. Contractors shall demonstrate that approval of the subcontract is cost effective to the state.
3. For proposed capital outlay subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.
4. Requests for approval of subcontracts for transportation services shall include a Certificate of Insurance of the subcontractor in an amount not less than \$1 million per occurrence (or a greater amount if required by the Public

Utilities Commission regulations), listing the contractor and the state as additional named insured.

5. One copy of the subcontract will be retained by the CDSS, and the other copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt of all required documents.
6. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDSS approval. A disapproved contract will include a statement of the reason(s) for not approving the subcontract. If the request for approval of a subcontract is denied, the contractor may appeal the decision in accordance with instructions specified in Section II, paragraph P, *Resolution of Contracts and Administrative Disputes*.
7. The CDSS does not assume any responsibility for performance of approved subcontracts nor does the CDSS assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.
8. Subcontracts which increase the contractor's cost of performance are non-reimbursable. Subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

F. Audit Requirements for Subcontracts (5 CCR 18032)

1. An organization that operates a child care and development program under a direct service contract with the CDSS is called a contractor. The contractor may choose to enter into an agreement with another organization (subcontractor), where the subcontractor operates one or more of the contractor's child care and development programs. Consequently, an entity may be acting in the dual capacity of contractor and subcontractor for one or more CDSS contractors – each having one or more CDSS contracts. In some cases, a subcontractor may not directly contract with the CDSS.
2. The organization receiving funds from the state shall be responsible for obtaining the required financial and compliance audits of the organization and any subcontractors, except for subcontracts exempt from CDSS review, as agreed to by the Departments of Finance (DOF) and Department of General Services (DGS).
3. The audit of the subcontract shall be submitted to the CDSS as follows:
 - a. School districts, county offices of education, community colleges, and direct funded charter schools, shall submit the audit of the subcontract by the fifteenth day of the fifth month following the fiscal year in which the subcontracted services were performed;



UNITCOU-02

MHEATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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 Martinez PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lisa.martinez2@hubinternational.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|--|---------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Spanish Speaking Unity Council of Alameda County, Inc. dba The Unity Council & Peralta Service Corp 1900 Fruitvale Ave, Suite 2A Oakland, CA 94601 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Nonprofits' Insurance Alliance of California, Inc</td><td></td></tr><tr><td>INSURER B : Cypress Insurance Company</td><td>10855</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Nonprofits' Insurance Alliance of California, Inc | | INSURER B : Cypress Insurance Company | 10855 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Nonprofits' Insurance Alliance of California, Inc | | | | | | | | | | | | | | | |
| INSURER B : Cypress Insurance Company | 10855 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|-----------|----------|---------------------|-------------------------|-------------------------|--|--------------------|----|-----------|---|----|-----------|-----------------------------|----|-----------|-----------------------|----|-----------|-------------------|----|-----------|-------------------------|----|-----------|-------------------------------------|----|-----------|----------------------------|----|--|------------------------------|----|--|--------------------------------|----|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | X | | 01-CP-0001145-01-00 | 1/1/2025 | 1/1/2026 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>20,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMPI/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table> | EACH OCCURRENCE | \$ | 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 500,000 | MED EXP (Any one person) | \$ | 20,000 | PERSONAL & ADV INJURY | \$ | 1,000,000 | GENERAL AGGREGATE | \$ | 2,000,000 | PRODUCTS - COMPI/OP AGG | \$ | 2,000,000 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 | BODILY INJURY (Per person) | \$ | | BODILY INJURY (Per accident) | \$ | | PROPERTY DAMAGE (Per accident) | \$ | |
| EACH OCCURRENCE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 500,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ | 20,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMPI/OP AGG | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 01-CP-0001145-01-00 | 1/1/2025 | 1/1/2026 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>2,000,000</td></tr></table> | EACH OCCURRENCE | \$ | 2,000,000 | AGGREGATE | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | |
| EACH OCCURRENCE | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 01-UB-0001145-01-00 | 1/1/2025 | 1/1/2026 | <table border="1"><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table> | E.L. EACH ACCIDENT | \$ | 1,000,000 | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | SPWC564274 | 10/1/2024 | 10/1/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: OUSD ECE Subcontract - CCTR/CSPP
Endorsements Attached.

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 Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them. | - |
| 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Welcome to the California Department of Health Care (CCTR) Request for Application (RFA) for the 2024-2025 period. Please download through Column A on this slide.

Instructions: Sheets are structured so that cells that need to be filled in are identified by a color. The color indicates to what needs to be entered. Additionally, the color of the cell indicates if this cell is a data table with the name of the data table. Please begin by filling in the data table. Please rename the Excel file with your agent ID.

CCTRRFA@dss.ca.gov

| Excel Sheet Name |
|------------------|
|------------------|

Service County Rates

Enrollment Info and Funds

Summary of All Sites

End of Instruction Page.

ment of Social Services - Child Care and Development Division General Child
tion (RFA) Fiscal Forms. This form has 4 sheets including this one. Please arrow
heet to access instructions on how to fill out the CCTR RFA Fiscal Forms.

red to maximize accessibility. Content always begins in column A. Form fields
ied with a light blue background, and an 'input message' that provides direction as
ditional instructions on how to fill out a sheet can be found in each sheet. Below
ime of each sheet in this Excel workbook, and whether or not that sheet requires
out the Enrollment Info and Funds sheet. Once fiscal forms are complete,
encies name and vendor number (if applicable) and submit the Excel file to:

| Data Entry Requirements |
|--|
| This sheet contains a reference table, and does not require entry of any data. |
| This sheet requires entry of applicant data. |
| This sheet requires entry of applicant data. |

Service County Rates

| Service County | Contract Rate for Full-Day Service | Part-Day Adjustment Factor | Contract Rate for Part-Day Service |
|---------------------|------------------------------------|----------------------------|------------------------------------|
| Alameda | \$79.39 | 0.6014 | \$47.75 |
| Alameda Pilot | \$79.39 | 0.6014 | \$47.75 |
| Alpine | \$51.55 | 0.5500 | \$28.35 |
| Amador | \$51.55 | 0.5500 | \$28.35 |
| Butte | \$51.55 | 0.5500 | \$28.35 |
| Calaveras | \$51.55 | 0.5500 | \$28.35 |
| Colusa | \$51.55 | 0.5500 | \$28.35 |
| Contra Costa | \$74.97 | 0.6139 | \$46.02 |
| Contra Costa Pilot | \$74.97 | 0.6139 | \$46.02 |
| Del Norte | \$51.55 | 0.5500 | \$28.35 |
| El Dorado | \$56.44 | 0.6313 | \$35.63 |
| Fresno | \$51.55 | 0.5500 | \$28.35 |
| Glenn | \$51.55 | 0.5500 | \$28.35 |
| Humboldt | \$51.55 | 0.5500 | \$28.35 |
| Imperial | \$51.55 | 0.5500 | \$28.35 |
| Inyo | \$51.55 | 0.5500 | \$28.35 |
| Kern | \$51.55 | 0.5500 | \$28.35 |
| Kings | \$51.55 | 0.5500 | \$28.35 |
| Lake | \$51.55 | 0.5500 | \$28.35 |
| Lassen | \$51.55 | 0.5500 | \$28.35 |
| Los Angeles | \$62.66 | 0.6334 | \$39.69 |
| Madera | \$51.55 | 0.5500 | \$28.35 |
| Marin | \$80.97 | 0.6040 | \$48.91 |
| Mariposa | \$51.55 | 0.5500 | \$28.35 |
| Mendocino | \$51.55 | 0.5500 | \$28.35 |
| Merced | \$51.55 | 0.5500 | \$28.35 |
| Modoc | \$51.55 | 0.5500 | \$28.35 |
| Mono | \$54.72 | 0.6140 | \$33.60 |
| Monterey | \$51.55 | 0.5500 | \$28.35 |
| Napa | \$56.10 | 0.6528 | \$36.62 |
| Nevada | \$51.55 | 0.5500 | \$28.35 |
| Orange | \$61.26 | 0.6541 | \$40.07 |
| Placer | \$52.95 | 0.6567 | \$34.77 |
| Plumas | \$51.55 | 0.5500 | \$28.35 |
| Riverside | \$51.55 | 0.5500 | \$28.35 |
| Sacramento | \$51.55 | 0.5500 | \$28.35 |
| San Benito | \$51.55 | 0.5500 | \$28.35 |
| San Bernardino | \$51.55 | 0.5500 | \$28.35 |
| San Diego | \$59.93 | 0.6375 | \$38.21 |
| San Diego Pilot | \$59.93 | 0.6375 | \$38.21 |
| San Francisco | \$87.22 | 0.6286 | \$54.83 |
| San Francisco Pilot | \$87.22 | 0.6286 | \$54.83 |
| San Joaquin | \$51.55 | 0.5500 | \$28.35 |
| San Luis Obispo | \$51.55 | 0.5500 | \$28.35 |
| San Mateo | \$82.08 | 0.6051 | \$49.67 |
| San Mateo Pilot | \$82.08 | 0.6051 | \$49.67 |
| Santa Barbara | \$62.03 | 0.6267 | \$38.87 |
| Santa Clara | \$79.08 | 0.6036 | \$47.73 |
| Santa Clara Pilot | \$79.08 | 0.6036 | \$47.73 |
| Santa Cruz | \$60.26 | 0.6402 | \$38.58 |
| Shasta | \$51.55 | 0.5500 | \$28.35 |
| Sierra | \$51.55 | 0.5500 | \$28.35 |
| Siskiyou | \$51.55 | 0.5500 | \$28.35 |
| Solano | \$51.55 | 0.5500 | \$28.35 |
| Sonoma | \$55.39 | 0.6507 | \$36.04 |
| Sonoma Pilot | \$55.39 | 0.6507 | \$36.04 |
| Stanislaus | \$51.55 | 0.5500 | \$28.35 |
| Sutter | \$51.55 | 0.5500 | \$28.35 |
| Tehama | \$51.55 | 0.5500 | \$28.35 |
| Trinity | \$51.55 | 0.5500 | \$28.35 |
| Tulare | \$51.55 | 0.5500 | \$28.35 |
| Tuolumne | \$51.55 | 0.5500 | \$28.35 |
| Ventura | \$55.17 | 0.6465 | \$35.67 |
| Yolo | \$60.75 | 0.6312 | \$38.35 |
| Yuba | \$51.55 | 0.5500 | \$28.35 |

End of Service County Rates.

General Child Care (CCTR) Request for Application (RFA) Fiscal Forms

California Department of Social Services - Child Care and Development Division

Certified Enrollment Information and Funds Requested**Site Specific Adjusted Child Days of Enrollment****General Instructions:**

Applicants must complete and submit this worksheet for each proposed site.

Duplicate this page if more than one site is proposed.

Duplicate tab by right-clicking tab, select "Move or Copy", then select "Create a Copy," and select "OK."

Keep any newly duplicated site sheets within this Excel Workbook.

You may rename each Enrollment Info and Funds sheet by site name as needed.

Section 1 Instructions:

Applicants must enter the name of their service county for each proposed site. The form will populate the correct Contract Rate for Full-Day Service and Part-Day Service Adjustment Factor.

Applicants will manually type in the remaining site information.

Section 2 Instructions:

Manually enter the number of certified children you expect to enroll per day in each category.

Once completed, the Total Adjusted Child Days of Enrollment Per Day will be calculated.

Section 3 Instructions:

Total Adjusted Certified Child Days of Enrollment Per Day and Service County Rate will auto-populate from Sections 1 and 2.

Applicant will manually type in the Days of Operation from the Program Calendar.

Once completed, the Funds Requested for this site will be calculated.

Section 1: Site Information

| Information Requested | Information To Complete |
|---|-------------------------------------|
| Agency Name | Spanish Speaking Unity Council |
| Vendor Number | N574 |
| Service County | Alameda |
| Site Name | Wilma Chan Child Development Center |
| Site Address/City/Zip | |
| Number of Classrooms | |
| License Number | |
| License Type | |
| License Capacity | |
| Service County Rate Information | |
| Contract Rate for Full-Day Service | \$79.39 |
| Part-Day Adjustment Factor | 0.6014 |

Section 2: Site Specific Child Enrollment Categories

| Child Enrollment Categories | Total Certified Children Per Day | Adjustment Factor | Total Adjusted Child Days of Enrollment Per Day |
|--|-------------------------------------|----------------------|---|
| Infants (up to 18 months): Full-time-plus (10.5 hours and over) | | 2.8792 | 0.0000 |
| Infants (up to 18 months): Full-time (6.5 hours to under 10.5 hours) | | 2.4400 | 0.0000 |
| Infants (up to 18 months): One-half-time (under 4 hours) | | 1.3420 | 0.0000 |
| Toddlers (18 up to 36 months): Full-time-plus (10.5 hours and over) | | 2.1240 | 0.0000 |
| Toddlers (18 up to 36 months): Full-time (6.5 hours to under 10.5 hours) | 16 | 1.8000 | 28.8000 |
| Toddlers (18 up to 36 months): One-half-time (under 4 hours) | | 0.9900 | 0.0000 |
| Three and Four Year Olds: Full-time-plus (10.5 hours and over) | | 1.1800 | 0.0000 |
| Three and Four Year Olds: Full-time (6.5 hours to under 10.5 hours) | | 1.0000 | 0.0000 |
| Three and Four Year Olds: One-half-time (under 4 hours) | | 0.6014 | 0.0000 |
| Exceptional Needs: Full-time-plus (10.5 hours and over) | | 1.8172 | 0.0000 |
| Exceptional Needs: Full-time (6.5 hours to under 10.5 hours) | | 1.5400 | 0.0000 |
| Exceptional Needs: One-half-time (under 4 hours) | | 0.8470 | 0.0000 |
| Limited and Non-English Proficient: Full-time-plus (10.5 hours and over) | | 1.2980 | 0.0000 |
| Limited and Non-English Proficient: Full-time (6.5 hours to under 10.5 hours) | | 1.1000 | 0.0000 |
| Limited and Non-English Proficient: One-half-time (under 4 hours) | | 0.6050 | 0.0000 |
| CPS or At Risk of Abuse or Neglect: Full-time-plus (10.5 hours and over) | | 1.2980 | 0.0000 |
| CPS or At Risk of Abuse or Neglect: Full-time (6.5 hours to under 10.5 hours) | | 1.1000 | 0.0000 |
| CPS or At Risk of Abuse or Neglect: One-half-time (under 4 hours) | | 0.6050 | 0.0000 |
| Severely Disabled: Full-time-plus (10.5 hours and over) | | 2.2774 | 0.0000 |
| Severely Disabled: Full-time (6.5 hours to under 10.5 hours) | | 1.9300 | 0.0000 |
| Severely Disabled: One-half-time (under 4 hours) | | 1.0615 | 0.0000 |
| Total: | 16 | N/A | 28.8000 |

Section 3: Site Specific Funds Requested Calculation

| Total Adjusted Child Days of Enrollment Per Day | Total Days of Operation From Program Calendar | Total Annual Adjusted Child Days of Enrollment | Contract Rate for Full- Day Service | Funds Requested Per Site |
|--|--|---|--|-----------------------------|
| 28.8000 | 246 | 7,084.8000 | \$79.39 | \$ 562,462 |

End of Enrollment Information and Funds.

[illegible]