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Introduction Date	6/10/20
Enactment Number	20-0855
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By	lf



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

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

June 10, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Nicole Knight, Executive Director, English Language Learner and Multilingual Achievement (ELLMA)
Nathaniel Dunstan, Program Manager, Newcomer and Refugee/Asylee Services

Subject: Grant Award - California Department of Social Services, Refugee Programs Bureau, School Impact Grant, Federal Fiscal Year 2020 - #RSIG18OU-A1

ACTION REQUESTED:

Approval by the Board of Education of Grant Award from the California Department of Social Services, Refugee Program Bureau, in the amount of \$110,000.00, for the Standard Agreement under the federal Refugee School Impact (RSI) Set-Aside funding for the Federal Fiscal Year (FFY) 2020. In addition, the District will receive an augmentation in the amount of \$4,608.00 from RSI FFY 2019 unspent funds, for a total allocation of \$114,608.00, to support the Refugee & Asylee Program for refugee students who have been in the United States for five years or less, for the period of October 1, 2018 through September 30, 2021, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant award for OUSD schools for the FY18-21 fiscal years was submitted for funding as indicated in the chart below. The grant face sheet and grant proposal packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-2673	Yes	Grant	Oakland Unified School District Refugee & Asylee Program via the English Language Learners and Multilingual Achievement (ELLMA) Department	Support refugee students who have been in the US for 5 years or less	10/01/2019 - 9/30/2020	State of California-Health and Human Services Agency, Department of Social Schools: Refugee School Impact Grant	\$114,608.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$114,608.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Award for the Refugee and Asylee Program for fiscal years 2018-2021, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Award Notification

Exhibit A

Exhibit B

Proposed Project Budget & Activity

OUSD Grants Management Face Sheet

Title of Grant: Refugee School Impact Grant	Funding Cycle Dates: October 1, 2019-September 30, 2020
Grant's Fiscal Agent: Migdalia Wade, CDSS Representative California Department of Social Services Refugee Programs Bureau 744 P Street, MS 9-6-646 Sacramento, CA 95814 (916) 654-4356	Grant Amount for Full Funding Cycle: \$114,608.00
Funding Agency: California Department of Social Services Refugee Programs Bureau 744 P Street, MS 9-6-646 Sacramento, CA 95814	Grant Focus: Support refugee school-age students who have been in the US for five years or less
List all School(s) or Department(s) to be Served: All OUSD Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The RSIG grant's primary focus is to assist refugee school age students who have been in the US for 5 years or less to improve their academic performance and social adjustment to schools through such activities as supplemental English language instruction, after-school tutoring programs, and social adjustment services.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	We have a flag for refugee students and tracking system in place to measure and track attendance, ELPAC scores, grades, and other test scores.
Does the grant require any resources from the school(s) or district? If so, describe.	We are currently using office space at the Lakeview campus.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Nate Dunstan, Program Manager Newcomer and Refugee/Asylee Services 746 Grand Ave, Room E Oakland CA 94610 (510) 273-1661 Nathaniel.dunstan@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Nicole Knight		12/20/19
Department Head	Sondra Aguilera		12/20/19

Grant Office Obtained Approval Signatures:

Entity	Name	Signature	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		



6/11/220

Jody London
President, Board of Education



6/11/2020

Kyla Johnson Trammell
Secretary, Board of Education

----- Forwarded message -----

From: **Camarena, Heriberto@DSS** <Heriberto.Camarena@dss.ca.gov>

Date: Thu, Dec 5, 2019 at 12:08 PM

Subject: RSI 2018-21 Standard Agreement Amendment

To: Nathaniel Dunstan <nathaniel.dunstan@ousd.org>, tom.felix@ousd.org <tom.felix@ousd.org>, Quyen Ngo <quyen.ngo@ousd.org>

Cc: Wade, Migdalia@DSS <Migdalia.Wade@dss.ca.gov>, Yang, Julie@DSS <Julie.Yang@dss.ca.gov>, Luu, Hong@DSS <Hong.Luu@dss.ca.gov>

Dear Oakland Unified School District,

Attached is a copy of your school district's amended Standard Agreement under the federal Refugee School Impact (RSI) Set-Aside funding; the federal Office of Refugee Resettlement awarded the State of California **\$1,000,000** for RSI for Federal Fiscal Year (FFY) 2020. Your school district was awarded **\$110,000** for FFY 2020; in addition your district will receive an augmentation in the amount of **\$4,608** from RSI FFY 2019 unspent funds. The total allocation for FFY 2020 is in the amount of **\$114,608**. The first quarterly increment available is in the amount of **\$15,628***.

See the chart below for your school district's accruals:

School District	Allocation for FFY 2019	Allocation for FFY 2020	Augmentation to RSI FFY 2020	Total Allocation FFY 2020	Accruals: -RSI FFY 2019 -RSI FFY 2020
Oakland Unified School Districts	\$99,171	\$110,000	\$4,608	\$114,608	\$213,779

**Funds will be released incrementally by the federal government. The funding of any increment of the Grantee's grant is contingent upon the State's receipt of federal funds. In the event federal funds are not awarded in part or in full, the Standard Agreement and Scope of Work shall be amended to reflect any reduction of funds.*

Attached is the amended Standard Agreement, Scope of Work packet, amended Exhibit B Budget Provisions, Proposed Budget and Budget Narrative, and Expenditures Report template. By signing the agreement, your school district agrees to comply with the terms and conditions contained in the scope of work. Please be aware that the term of this agreement is from **October 1, 2018 through September 30, 2021.**

Please submit the **amended Standard Agreement** signed and dated in **blue ink** by the authorized person, and a **Proposed Budget and Budget Narrative** that projects the Total Allocation for FFY 2020, on or before 5:00 p.m. on **December 13, 2019** to the following address:

Refugee Programs Bureau
Attention: Heriberto Camarena
744 P Street, Mail Station 9-6-646
Sacramento, CA 95814

We look forward to continue partnering with your school district to administer the RSI program and addressing the academic and social needs of refugee students. If you have questions regarding the RSI funding, please contact me at (916) 654-7250 or Heriberto.Camarena@dss.ca.gov; for RSI invoices or reports, please contact Hong Luu at (916) 657-3815 or Hong.Luu@dss.ca.gov.

Please prioritize spending down FFY 2019 funds.

***Heriberto Camarena, Associate Governmental Program Analyst
California Department of Social Services***

Refugee Programs Bureau
744 P Street, MS 9-6-646
Sacramento, CA 95814
916-654-7250 Ph.
916-654-7187 Fax
Heriberto.Camarena@dss.ca.gov

Visit the new [CDSS](#) website!

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. BACKGROUND AND PURPOSE

1. The Refugee School Impact (RSI) program is authorized by section 412(c)(1)(A)(iii) of the Immigration and Nationality Act (8 United States Code. 1522 (c)(1)(A)), as amended. The funding available under this program is designed to support local school systems that are impacted by significant numbers of newly arrived refugee children. The primary focus of this grant is to help newly arrived refugee school-age children who are making major initial adjustments and school-age children who have been in the United States (U.S.) for five years or less.

The California Department of Social Services (CDSS) anticipates that the Office of Refugee Resettlement (ORR) will award, as in previous years the amount of \$1,000,000, for the RSI grant period of October 1, 2018 through September 30, 2019 to provide supplemental educational/support services to school-age refugee children. If CDSS is awarded RSI funding for federal fiscal year 2019, the Refugee Programs Bureau (RPB) will execute Standard Agreements with participating school districts for the provision of services in: Alameda, Contra Costa, Los Angeles, Orange, Riverside, Sacramento, San Diego, San Francisco, San Joaquin, Santa Clara, and Stanislaus counties. See Exhibit A – Attachment 1, Newly Arrived Eligible Children in California for a breakdown of eligible population arrivals.

Eligible school-aged newcomer students, ages five through 18, under this funding include children who arrived in the U.S. within the last five years, with the following immigration statuses: (1) refugees; (2) asylees; (3) Cuban and Haitian entrants; (4) Certain Amerasians from Vietnam; (5) victims of severe forms of trafficking who receive certification or an eligibility letter from ORR and certain other specified family members of trafficking victims; (6) children classified as Special Immigrant Juveniles receiving services from ORR-funded Unaccompanied Refugee Minor programs; and (7) Iraqi and Afghan children with Special Immigrant Visa status.

2. The goals of the RSI program are to strengthen academic performance and facilitate social adjustment of eligible students.
3. The objectives of the RSI program are to serve eligible students and:
 - a. Improve the well-being and mental health of eligible students.
 - b. Increase the number of eligible students who meet grade level requirements.
 - c. Improve the level of English-language proficiency among eligible students.
 - d. Improve overall academic performance among eligible students.
 - e. Improve school attendance rates.

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- f. Increase high school diploma and California High School Equivalency Certificate (CHSEC) attainment rates among eligible students.
- g. Increase the likelihood that eligible students age 14 and above achieve self-sufficiency.
- h. Increase the participation of students and families in school activities.
- i. Improve coordination between schools and local service provider networks.
- j. Increase/improve collaboration between participating school districts, the newcomer community, service providers, and community based organizations to address gaps in services.

B. THE PARTIES

This Standard Agreement is between applicants awarded funding (Contractors) and the CDSS. No obligation exists to make an award or provide RSI funds until a Standard Agreement is signed by the Contractor or the Contractor's agent, with the authority to sign on the Contractor's behalf, and the CDSS; and subsequently approved by the CDSS.

The Contractor agrees and understands that as a condition of funding, the Contractor must provide the services as described in Exhibit A – Scope of Work, and the services described in the approved Request for Qualifications (RFQ) Questionnaire and must comply with the Terms and Conditions of this funding. If the Contractor's RFQ Questionnaire and the CDSS' Scope of Work or the Terms and Conditions are in conflict, the CDSS' Scope of Work or Terms and Conditions, as applicable, shall apply.

C. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Undertake, carry out, and complete, in a competent **and timely** manner, all of the work and services set forth in this Scope of Work and the Contractor's approved RFQ Questionnaire for funding.
2. Use RSI funds for activities that will foster community partnerships, family engagement, pathways to employment, civic engagement, consumer education, and academic enrichment among eligible students.
3. Verify that each student participating in RSI funded activities meet eligibility requirements and maintain eligibility documentation certifying that the student is eligible to participate in RSI activities.
4. Collaborate with the local or nearest County Refugee Coordinator (CRC) and at least one Resettlement Agency (RA), and at least three service providers.

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5. Contractor(s) are required to participate in local refugee forum meetings if forum meetings are held in the area.
6. Collaborate with Community Based Organizations (CBO) and other service providers to refer eligible students in order to address service gaps.
7. Provide the CDSS prompt and unrestricted access to any documentation, files, reports, materials, or data assembled/developed by Contractor for the RSI program, and maintain the following:
 - a. Individual student files that include, but are not limited to, the following performance measures and documentation:
 - (1) Grades, standardized testing, and/or pre-post test results that, to the extent possible, measure the impact of RSI activities on the eligible student;
 - (2) School and RSI program attendance records; and
 - (3) Acceptable documentation of participants' eligibility for RSI program services.
 - b. Complete records of program activities and expenditures of the RSI program that include, but are not limited to, the following performance measures:
 - (1) Number of eligible students served by RSI program activities;
 - (2) Number of eligible students projected to complete/completed grade level or graduation requirements such as high school graduation requirements, or CHSEC;
 - (3) School and RSI program activity attendance records;
 - (4) Documentation of the provision of services;
 - (5) Evidence of collaboration with CRCs, RAs, CBOs, and other service providers in order to address service gaps.
8. Implement the program and expend the funds as described in the submitted and approved RFQ Questionnaire unless a written request has been requested and approved in writing by the CDSS for any modifications of the implementation of the program, the services or the expenditure of funds.
9. Submit a request for funding for the FFY 2018-19 funding period by the due date specified and in compliance with the CDSS RFQ specifications. Funding is subject to the CDSS receipt of funding and satisfactory progress of the RSI program.

**EXHIBIT A
(Standard Agreement)**

10. Provide RSI Progress Reports in the format and within the time frames specified by the CDSS. The reporting periods and reporting dates are listed below:

Report Period	Due to CDSS
October 1, 2018 to January 31, 2019	February 15, 2019
February 1, 2019 to May 31, 2019	June 17, 2019
June 1, 2019 to September 30, 2019	October 15, 2019
October 1, 2019 to January 31, 2020	February 17, 2020
February 1, 2020 to May 31, 2020	June 15, 2020
June 1, 2020 to September 30, 2020	October 15, 2020
October 1, 2020 to January 31, 2021	February 15, 2021
February 1, 2021 to May 31, 2021	June 15, 2021
June 1, 2021 to September 30, 2021	October 15, 2021

NOTE: Contractor's Progress Reports are an integral part of the state's ability to meet Federal RSI reporting requirements. Completion of reports is the Contractor's responsibility.

11. Submit RSI Final Performance Reports in the format and within the time frame specified by the CDSS.
12. Provide RSI Expenditure reports, school district invoices, and supporting documentation on a quarterly basis in the format and within the time frames specified by the CDSS.
13. Meet with CDSS staff as necessary regarding the operation of the RSI program.
14. Reimburse the CDSS for any disallowed costs as determined by a state and/or federal audit or review.
15. Participate and present at conferences and workshops, at the request of the CDSS, in order to:
 - a. Disseminate and share RSI program activities, program knowledge and best practices; and,
 - b. Network and exchange information with other organizations regarding the RSI program.

D. ALLOWABLE ACTIVITIES

Allowable activities include educational services and activities that will foster community partnerships, family engagement, pathways to employment, civic engagement, consumer education, and academic enrichment. The RSI funds may

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(Standard Agreement)**

not be used to supplant educational instruction and services mandated under federal and state laws. Services and activities may include, but are not limited to:

1. Supplemental English-language development instruction.
2. After-school tutoring and summer programs.
3. Vocational training, financial and computer literacy.
4. Student and family orientations.
5. Parental and student civic engagement activities.
6. Mentorship programs.
7. Services of bilingual and bicultural counselors and cultural brokers.
8. Staff training on eligible students' cultures and use of special teaching materials.
9. Referrals of eligible students to providers to address service gaps.
10. Quantitative and qualitative data collection to measure outcomes.

E. ADDITIONAL TERMS AND CONDITIONS

Contractor shall:

1. Abide by all requirements in the RSI RFQ announcement, the approved RFQ Questionnaire, and any other requirements related to the RSI program.
2. Expend funds as described in the approved RFQ Questionnaire, Exhibit A – Scope of Work, and Exhibit B – Budget Detail and Payment Provisions, unless prior written permission is granted by the CDSS.
3. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Contractor, and must be approved in writing by both parties, before any changes can be implemented.
- ~~4. Expend funds as described in the approved RSI RFQ Questionnaire unless prior written permission is granted by the CDSS.~~
5. Submit the RSI Progress Report to the CDSS by the due dates specified.
6. Submit the RSI Final Performance Report, covering the three-year term, to the CDSS by the due date specified.

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- ~~7. Maintain student and eligibility records and make available for review by the CDSS at all times.~~
8. Maintain and manage records of participating RSI program students, program activities and expenditures in accordance with all applicable California state privacy laws. At a minimum comply, with Exhibit E – Attachment 1, CDSS Confidentiality and Information Security Requirements.
9. ~~Contractors are to~~ Comply with the CDSS' written response to Contractor's reports, including requested due dates for any additional information or required reports.
10. Return any improper payment or overpayment ~~in the event an audit establishes the costs were not allowable, the Contractor shall be responsible for the return of any improper or overpayment.~~
11. Purchase of any electronic devices or computer-related software (i.e., computer devices [computers, laptops, tablets, printers, copiers, etc.], handheld electronic devices [iPod, iPad, Tablets, MP3 players, Android devices, e-readers, etc.], Rosetta Stone or other software programs, etc.) is limited and must be included in the original RSI Questionnaire. Purchase of these items is limited and must be directly related to ~~project activities~~ the program.

F. CDSS RIGHTS AND RESPONSIBILITIES

The CDSS shall:

1. Provide program consultation and technical assistance to the Contractor upon request. A CDSS Contract Manager will be assigned to assist the Contractor. The Contract Manager will be the primary contact responsible for consultation and assistance to the program.
2. Monitor and evaluate the Contractor's performance, expenditures, and service levels for compliance with contract requirements. The CDSS may review data, eligibility documentation, materials, publications, curricula used by the program, etc., and all fiscal records related to the program. Contract monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Contractor with reporting forms and/or formats and time frames for submission of reports.
4. Evaluate Contractor's Progress Reports for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Contractors are to comply with the CDSS' written

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(Standard Agreement)**

response, including requested due dates for any additional information or required reports.

5. Review all invoices submitted by Contractor for allowable costs and approve for payment as appropriate, as determined in the CDSS' sole discretion, and conditioned on the availability of funds. In the event an audit establishes the costs were not allowable, the Contractor shall be responsible for the return of any improper or overpayment.
6. Retain the right to modify the program and this Scope of Work based on the results of its evaluation and review. The CDSS may use the results of the evaluation and monitoring review in future contract decisions. The evaluation shall include, but is not limited to contract compliance, effectiveness of planning, and program results.

G. MUTUAL RESPONSIBILITIES

1. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Contractor, and must be approved in writing by the CDSS, before any changes can be implemented.
2. Each party shall give to the other party ten (10) days prior written notice of a change in the Program Representative; said changes shall not require an amendment to this Agreement.
3. Each party represents and avers that by signing this Agreement the individual signing has the authority to enter into the Agreement on behalf of the school district Contractor, sub-contractor(s) or the CDSS, respectively.
4. The Exhibit E – Attachment 1, Confidentiality and Information Security Requirements, of the Standard Agreement survive the expiration or termination of the RSI program.

H. PROJECT REPRESENTATIVES

The project representatives during the term of the Agreement shall be:

CDSS Representative	Contractor Representative
Refugee Programs Bureau Attn: Migdalia Wade, Policy Manager 744 P Street, MS 8-9-646 9-6-646 Sacramento, CA 95814 (916) 654-4356	Nate Dunstan and Tom Felix 1000 Broadway, Suite 398 Oakland, CA 94607 Nathaniel.dunstan@ousd.org Tom.felix@ousd.org

Complete the proposed project budget.

Budget Categories	Proposed Budget	
1. Personnel (Certificated and Classified)		\$60,000
2. Fringe Benefits		\$5,883
3. Substitutes		\$
4. Travel		\$1,500
5. Instructional Supplies and Materials		\$
6. Equipment and Other Supplies		
<i>i. Handheld Electronic Devices (iPod, iPad, tablets, MP3 players, Android devices, e-readers)</i>	\$	
<i>ii. Computers Devices (computers, laptops, tablets, printers, copiers)</i>	\$	
<i>iii. Other Equipment</i>	\$	
<i>iv. Other Materials</i>	\$	
<i>v. Other Supplies</i>	\$28,500	
Total Equipment and Other Supplies (sum of i.-v.)		\$28,500
7. Other (Specify: _____ Contracted partners _____)		\$15,000
8. Total Direct Charges (sum of 1-7)		\$110,883
9. Indirect Charges	+	\$3,725
10. TOTAL (sum of 8 and 9)	=	\$114,608
Amendment Date:		
Amendment No.		
Original Budget Date:		
*It is mutually understood that authority for the CDSS to award grants and reimburse school districts for allowable expenditures is dependent upon the appropriation of funds within a Budget Act. As a result, funding will not be released to school districts until such authority has been given by the passage/signing of the Budget Act.		

1.

2. Complete a proposed budget narrative that shows the correlation between the proposed budget, project activities, and the number of students to be served. If applicable, complete the Subcontractors Table (Page 21).

Categories	Proposed Budget	Justification	Activity
1. Personnel	\$60,000	Refugee program manager salary	School enrollment and orientation; summer school; teacher and school support, educational case management; Parent Support and Education.
2. Fringe Benefits	\$5,883	Refugee program manager benefits	
3. Substitutes			
4. Travel	\$ 1,500	For travel to and accommodation at RSI related conferences and events	All program activities would be supported through staff development
5. Instructional Supplies and Materials			
6. Equipment and Other Supplies	\$28,500	AC transit bus passes and BART tickets for school year and summer program transport to allow students to travel across town to programs	School attendance, soccer, gardening, parent ESL classes and summer programming
7. Other (Specify) Contractors	\$ 15,000	Soccer Without Borders, Zack Reidman (gardening program) and Refugee Transitions	Parent support and education; Socio-emotional support programming; Targeted academic support programming
8. Total Direct Charges (sum of 1-7)	\$110,883		
9. Indirect Charges	\$3,725		
TOTAL (sum of 8 and 9)	\$114,608		

Subcontractors Table

Subcontractor and Primary Contact Name	Proposed Budget Amount	Services and Activities Performed	Phone	E-mail
Soccer Without Borders Ben Gucciardi	\$ 5,000	Soccer Without Borders to run year-round middle school soccer teams for refugee boys and girls as well as to run annual week-long refugee soccer camp	(510) 859 4874	ben@soccerwithoutborders.org
Refugee Transitions Laura Vaudreuil	\$ 5,000	Refugee Transitions to provide ESL classes for over 80 parents, after school and home based tutoring.	(415) 898 2151	laura@reftrans.org
Zack Reidman	\$ 5,000	Zack Reidman to run a gardening program at three sites across OUSD	(510) 851 1621	zackreidman@gmail.com
	\$			
	\$			
	\$			
	\$			

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. The maximum amount payable under this agreement shall not exceed \$3,000,000. **Annual funding amounts are subject to change dependent upon receipt of annual Notices of Award and funds available to the grantee is dependent upon the amount of funding released by the federal government to CDSS.** Shown below is the amount that cannot be exceeded for the Federal Fiscal Years:

2018/19	\$99,171
2019/20	\$114,608
2020/21	[\$XXX,XXX]

Remaining balances from the first and second year of the agreement are available for expenses accrued in subsequent years of the agreement.

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the CDSS agrees to reimburse the Contractor **Grantee** for said services in accordance with the specified rates.
3. Contractor **Grantee** shall submit the request for payment using the CDSS Expenditure Report Form, along with an invoice on official school district letterhead, and supporting documentation on a quarterly basis by the due dates below:

Invoice Periods	Due to CDSS
October 1, 2018 to December 31, 2018	January 15, 2019
January 1, 2019 to March 31, 2019	April 15, 2019
April 1, 2019 to June 30, 2019	July 15, 2019
July 1, 2019 to September 30, 2019	October 15, 2019
October 1, 2019 to December 31, 2019	January 15, 2020
January 1, 2020 to March 31, 2020	April 15, 2020
April 1, 2020 to June 30, 2020	July 15, 2020
July 1, 2020 to September 30, 2020	October 15, 2020
October 1, 2020 to December 31, 2020	January 15, 2021
January 1, 2021 to March 31, 2021	April 15, 2021
April 1, 2021 to June 30, 2021	July 15, 2021
July 1, 2021 to September 30, 2021	October 15, 2021

EXHIBIT B
(Standard Agreement)

4. Invoices shall include the CDSS ~~Contract~~ **Grant** number, and be signed by the authorized representative in blue ink, and e-mailed on district letterhead to: RPB@dss.ca.gov.
5. Invoice payment will be conditioned upon the timely receipt by the CDSS of the RSI Progress Reports and RSI Final Performance Report from the ~~Contractor~~ **Grantee** within the specified due dates and in a manner acceptable by the CDSS. If acceptable reports are not received or a request for extension of a due date has not been granted by the CDSS, invoices will not be processed and will be returned to the ~~Contractor~~ **Grantee**.
6. Purchases of equipment, supplies, and other items in excess of \$500 must be accompanied with supporting documentation and must be included with the invoice for reimbursement. The CDSS may not reimburse invoices that do not meet these requirements.
7. Minor corrections on invoices, such as mathematical errors, may be made by CDSS. Invoices that require major corrections, such as improper completion of the invoice, invoices without authorized signatures, or invoices which have been significantly altered, will not be processed and will be returned to the ~~Contractor~~ **Grantee** with an explanation of the problem and may delay payment of the invoice.

B. STATE BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to ~~Contractor~~ **Grantee** or to furnish any other considerations under this Agreement and ~~Contractor~~ **Grantee** shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to ~~Contractor~~ **Grantee** to reflect the reduced amount.

C. FOR CONTRACTS WITH FEDERAL FUNDS

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**EXHIBIT B
(Standard Agreement)**

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. REVIEW

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. FINAL BILLING

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. NONRESIDENT TAX WITHHOLDINGS

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.