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| Enactment Date | 11-14-18 |



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Neena Bawa, Executive Director, Office of Special Education
David Cammarata, Coordinator, Office of Special Education

Board Meeting Date November 14, 2018

Subject Standard Agreement (Agreement #30906) – Subvention Contract – Vocational Rehabilitation Third Party Cooperative/Case Agreement – Transition Partnership Program
Contractor: State of California, Department of Rehabilitation
Services For: Special Education Department

Action Requested and Recommendation Approval by the Board of Education of a Standard Agreement (Agreement No. 30906) - Subvention Contract - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California State Department of Rehabilitation, accepting grant in the amount of \$1,206,957.00, for the period July 1, 2018 through June 30, 2021, for services to Special Education pupils, as specified, pursuant to terms and conditions thereof, if any.

Background

(Why do we need these services? Why have you selected this vendor?)

The DOR has funded this program for over 20 years. The total number of students projected to be served each year is approximately 250. The District and DOR have combined their resources to enrich the service provided to students with disabilities/clients to enable them to alleviate, ameliorate, or compensate for the limitations imposed by their disabilities. By Providing services to this population, the students benefit in terms of employability and independent living. Through this joint partnership, the students are able to attain and maintain employment, achieve greater independence, and become contributing members of society. This Partnership enriches the services provided to students with disabilities/DOR clients that are 16 years of age and older ability to gain meaningful employment and/or post-secondary education. This budget presently funds one Lead Transition Specialist, two Case Managers, one Community Relations Assistant, and the program's operating expenses.

Competitively Bid

Was this contract competitively bid? No.
If no, exception: Sole Provider

Fiscal Impact

Funding resource(s): State of California, Department of Rehabilitation will provide services to the Special Education Center Transition Services Department participants. OUSD will match funding for Certificated time reporting expenditures in the amount of \$839,148.00, with a maximum amount not to exceed \$1,206,957.00.

Attachments

- Standard Agreement, Agreement Number # 30906
- Board Resolution

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|---------------------|
| AGREEMENT NUMBER |
| 30906 |
| REGISTRATION NUMBER |
| |

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Oakland Unified School District

2. The term of this Agreement is: July 1, 2018 through June 30, 2021

3. The maximum amount of this Agreement is: **\$1,206,957.00** Certified Expenditure: **\$839,148.00**

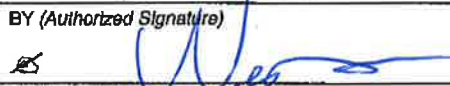

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA #84.126A State Vocational Rehabilitation Services Program

| | |
|--|-----------------------|
| Exhibit A - Scope of Work | 1 page |
| Exhibit A.1 - Contractor's Program Scope of Work | 12 pages |
| Exhibit B - Budget Detail and Payment Provisions | 4 pages |
| Contractor's Program Budget and Narrative | 25 pages |
| Exhibit C* - General Terms and Conditions | GTC 04/2017 1 page |
| Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) | 8 pages |
| Exhibit E - Additional Provisions - Federally Funded Agreements | 3 pages |
| Exhibit F - Additional Provisions - Cooperative/Case Service Agreements | 3 pages |
| Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation | 1 page |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | | |
|--|---------------------------------------|---|
| CONTRACTOR | | California Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Oakland Unified School District | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) 10/12/18 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Neena Bawa Bhatnag, Executive Director | | |
| ADDRESS 1011 Union Street, Oakland, CA 94607 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Department of Rehabilitation | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Cynthia Robinson, Acting Chief, Contracts and Procurement Section | | |
| ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814 | | |

Exempt per:

EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

2. AUTHORITY

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

| | |
|--|--|
| <p><u>Department of Rehabilitation</u> Della Randolph 1485 Civic Court, Ste 1100 Concord, CA 94520 (925) 602-3990 (Direct) (925) 669-1767 (Cell) Della.Randolph@dor.ca.gov</p> | <p><u>Oakland Unified School District</u> Neena Bawa Executive Director, Special Education Cole Site, 1011 Union Street Oakland, CA 94607 (510) 879-8670 (Direct) (510) 879-2942 (Fax) neena.bawa@ousd.org</p> |
|--|--|

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

**EXHIBIT A.1
(Standard Agreement - Subvention)**

**COOPERATIVE CONTRACT
Oakland Unified School District
Transition Partnership Program (TPP)**

SCOPE OF WORK

I. Introduction

The cooperative contract is designed to jointly serve the mutual DOR consumers and TPP students of the Department of Rehabilitation Greater East Bay District (DOR) and Oakland Unified School District (OUSD) High Schools through the combining of resources. Services delivered through the TPP cooperative contract will focus on serving students with the most severe disabilities and are provided at the following possible locations: Oakland Technical, Oakland High, Castlemont, McClymonds, Oakland International, Skyline, Fremont, Dewey, Madison Park, Sojourner Truth, Ralph Bunche, MetWest, Rudsdale, Street Academy and the Young Adult Program (YAP).

Students will be referred during their last two to three years in the OUSD. TPP staff from OUSD will work closely with appropriate DOR counselors through the referral, eligibility and planning processes to ensure coordinated service provision.

The purpose of the Transition Partnership Program is to provide DOR Student Services and Vocational Rehabilitation (VR) Employment Services for students with disabilities. Services offered will include the following DOR Student Services: Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experience, Instruction in Self-Advocacy and Counseling on Post-Secondary Education. Vocational Rehabilitation Employment Services offered will include the following Employment Services: Employment Preparation; Job Development, Placement, and Follow-up; and Short Term Supports as necessary for the TPP student/DOR consumer to reach his/her employment goal.

DOR STUDENT SERVICES

For fiscal year 2018-2019, a total of 133 unduplicated TPP students/DOR consumers will receive DOR Student Services through this cooperative contract.

It is expected that 70 TPP students/DOR consumers will be referred for DOR Student Services.

For fiscal year 2019-2020, a total of 133 unduplicated TPP students/DOR consumers will receive DOR Student Services through this cooperative contract.

It is expected that 70 TPP students/DOR consumers will be referred for DOR Student Services.

For fiscal year 2020-2021, a total of 133 unduplicated TPP students/DOR consumers will receive DOR Student Services through this cooperative contract.

It is expected that 70 TPP students/DOR consumers will be referred for DOR Student Services.

VOCATIONAL REHABILITATION (VR) EMPLOYMENT SERVICES

For fiscal year 2018-2019, a total of 45 unduplicated TPP students/DOR consumers will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 40 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

Close 34 cases successfully employed

For fiscal year 2019-2020, a total of 45 unduplicated TPP students/DOR consumers will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 40 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

Close 34 cases successfully employed

For fiscal year 2020-2021, a total of 45 unduplicated TPP students/DOR consumers will receive Vocational Rehabilitation (VR) Employment Services through this cooperative contract.

It is expected that 40 individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will:

Close 34 cases successfully employed

II. Services to be Provided

DOR Student Services

TPP DOR Student Services are a coordinated set of services available for TPP students/DOR consumers with disabilities, to provide transition services to students from the age of 16 through 21. DOR Student Services may be delivered in a classroom, community, or individual setting. Upon TPP student exit from high school TPP DOR Student Services will end.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the TPP student/DOR consumer including Regional Centers, the One Stop system, and/or Social Security administration. DOR Student Services are based upon the individual TPP student/DOR consumer needs, taking into account the TPP student's/DOR consumer's preferences and interests, and shall include instruction, and/or community experiences.

The following DOR Student Services are designed to be provided under the auspices of a DOR third-party cooperative agreement, and individualized to each TPP student/DOR consumer needs and interests.

The services described in sections A-E are DOR Student Services, designed to support students with disabilities in exploring transition from school and preparing for successful employment and/or postsecondary education.

DOR Student Services are available to students who are potentially eligible or students who have been determined eligible for VR services. TPP students/DOR consumers participating in DOR Student Services through this contract will primarily be provided services as potentially eligible. Students who require additional services to participate in DOR Student Services may need to apply for VR services. TPP Students/DOR consumers who have been determined eligible for the VR services may be provided with DOR Student Services either pre- or post- (Individual Plan for Employment) IPE development.

A. DOR Student Services Job Exploration Counseling

1. Description of Service

Job Exploration Counseling services provide an individualized, timely, and systematic process by which a TPP student seeking employment gains knowledge of career paths and job opportunities and learns to identify strengths, barriers to employment, viable vocational options, and objectives necessary to achieve one or more employment goals. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR Counselor. Job Exploration Counseling may include discussion, analysis, or information on:

- The local labor market
- In-demand industries and occupations
- Non-traditional employment options
- Interest in post-secondary training or education
- Career aptitude, career skills, and vocational interest inventories
- The participant's vocational interest inventory results
- Identification of career pathways of interest to the participant, and the skills and qualifications necessary to be successful in these occupations.
- The participant's prior work experience and transferable skills
- Career speakers

Reporting of Job Exploration activities completed, findings, and recommendations will be provided to the referring DOR Counselor on a quarterly basis.

Job Exploration Counseling services are provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018-2019, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Job Exploration Counseling services.

During fiscal year 2019-2020, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Job Exploration Counseling services.

During fiscal year 2020/2021, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Job Exploration Counseling services.

B. DOR Student Services Workplace Readiness Training

1. Description of Service

Workplace Readiness Training services consist of instruction with curricular supports which can be provided in a classroom, group, or individual setting. Workplace readiness skills are a set of skills and behaviors that are necessary for any job. This secondary school instruction is intended to support goals and objectives and will typically be provided until the TPP student/DOR consumer exits the secondary school system, in accordance with the needs and informed choice of the student. Workplace Readiness training can be provided through instruction or other activities where the TPP student/DOR consumer can learn and apply the knowledge.

Workplace readiness training may include, but not limited to, training in the following subject matters:

- Soft skills needed for successful employment including:
 - Communication with coworkers
 - Attitudes about work
 - Decision making while on the job
 - Conflict resolution skills
 - Problem solving techniques
 - Appropriate work place written communication skills
- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors including:
 - Grooming and hygiene while on the job
 - Use of a cell phone
 - Social media professionalism
 - Maintaining a healthy life style while at work
 - Time management
 - Developing friendships with coworkers
 - Community safety
- Employer expectations, such as, punctuality and performance
- Relevant work practices
- Travel training
- Financial literacy
 - Money management
 - Assistance in becoming knowledgeable regarding the impact of employment on a participant's disability and benefits

Reporting on Workplace Readiness training activities will be provided to the referring DOR Counselor on a quarterly basis.

Workplace Readiness Training services are provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018-2019, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Workplace Readiness Training services.

During fiscal year 2019-2020, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Workplace Readiness Training services.

During fiscal year 2020/2021, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Workplace Readiness Training services.

C. DOR Student Services Work-based Learning Experiences:

1. Description of Service

Work-based learning experiences use real work settings to provide TPP students/DOR consumers with an opportunity to explore work in a competitive integrated environment. Work-based learning experiences provide TPP students/DOR consumers with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. TPP students/DOR consumers may participate in more than one work-based learning experience, as appropriate for the TPP student/DOR consumer. Work-based learning experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, foundational employment skills.

Work based learning experiences include work experience services consisting of short-term placements both on and off campus and monitoring the participant's performance in the work environment. Work experience may include:

- Paid/unpaid internships
- Paid/unpaid placement
- Summer work experience
- Apprenticeships (informal)
- Informational interviews
- Workplace tours
- Job shadowing

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate TPP students/DOR consumers and submit written reports to the DOR counselor on a monthly basis.

Work-Based Learning Experience services are provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers,

Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018-2019, it is expected that:

- There shall be 25 TPP students/DOR consumers who receive Work-based Learning Experiences services.
- 25 TPP students/DOR consumers will participate in a Work Experience placement.

During fiscal year 2019-2020, it is expected that:

- There shall be 25 TPP students/DOR consumers who receive Work-based Learning Experiences services.
- 25 TPP students/DOR consumers will participate in a Work Experience placement.

During fiscal year 2020/2021, it is expected that:

- There shall be 25 TPP students/DOR consumers who receive Work-based Learning Experiences services.
- 25 TPP students/DOR consumers will participate in a Work Experience placement.

D. DOR Student Services Instruction in Self-Advocacy

1. Description of Service

Instruction in Self-Advocacy services may be provided in a classroom, group, or individual setting to assist TPP students/DOR consumers to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires. Instruction may be provided through mentorships including peer, disability, or group mentoring. Self-Advocacy instruction may train TPP students/DOR consumers in the following skills as they relate to successful employment:

- Self-awareness
- Disability understanding and disclosure
- Self-determination
- Setting goals
- Reasonable accommodation factors
- Utilizing available resources and support systems
- Taking a leadership role in the IEP, 504, or other person-centered planning process
- Positive self-talk
- Understanding workplace rights
- Understanding workplace responsibilities
- Effective communication and interpersonal skills

Reporting on Self-Advocacy Instruction activities will be provided to the referring DOR Counselor on a quarterly basis.

Instruction in Self-Advocacy services is provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018-2019, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2019-2020, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2020/2021, it is expected that:

- There shall be 70 TPP students/DOR consumers who receive Instruction in Self Advocacy services.

E. DOR Student Services Counseling on Post-Secondary Education

1. Description of Service

Counseling on Post-Secondary Education services include instruction with curricular supports which can be provided in a classroom, group, or individual setting. TPP students/DOR consumers interested in careers requiring post-secondary education may receive guidance on how skill development and knowledge relate to future opportunities in post-secondary education settings and employment. Counseling on post-secondary education may include instruction in the following subject matters:

- Explore career & post-secondary education options
- Learn about career pathways
- Discover post-secondary education resources and disability support services
- Assist with application/ enrollment process
- Identify financial aid options
- Identify technology needs
- Attend college fairs & tours

Reporting on Post-Secondary Education activities will be provided to the referring DOR Counselor on a quarterly basis.

Counseling on Post-Secondary Education services are provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018-2019, it is expected that:

- There shall be 30 TPP students/DOR consumers who receive Counseling on Post-Secondary Education services.

During fiscal year 2019-2020, it is expected that:

- There shall be 30 TPP students/DOR consumers who receive Counseling on Post-Secondary Education services.

During fiscal year 2020/2021, it is expected that:

- There shall be 30 TPP students/DOR consumers who receive Counseling on Post-Secondary Education services.

Vocational Rehabilitation Employment Services

Vocational Rehabilitation (VR) Employment Services assist TPP students/DOR consumers prepare for, obtain, and retain employment. A continuum of services provides guidance and direction to a TPP student/ DOR consumer in the development of job search techniques and appropriate work-related behaviors that will enhance the student/consumer's employability. VR Employment Services components provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. Services are designed to support TPP students/DOR consumers and employers in achieving successful employment.

F. Employment Preparation

1. Description of Service

Employment Preparation services will be in concert with the DOR IPE to support plan activities, goals and objectives.

Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Mock Interviewing
- Tailored resume development
- Job Search techniques related to the vocational goal
- Assistance with completing applications specific to the vocational goal
- Appropriate work behaviors/soft skills
- Relevant work practices specific to the vocational goal
- Appropriate grooming and hygiene
- Self-Advocacy
- Identification of additional support needs
- Assistance in becoming knowledgeable regarding the impact of employment on a TPP student/DOR consumer's disability and benefits

Reporting on Employment Preparation activities will be provided to the referring DOR counselor on a monthly basis.

Employment Preparation services are provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018-2019, it is expected that:

- There shall be 30 TPP students/DOR consumers who receive Employment Preparation services.

During fiscal year 2019-2020, it is expected that:

- There shall be 30 TPP students/DOR consumers who receive Employment Preparation services.

During fiscal year 2020-2021, it is expected that:

- There shall be 30 TPP students/DOR consumers who receive Employment Preparation services.

G. Job Development, Placement and Follow-up:

1. Description of Service

Assist job-ready TPP students/DOR consumers, both in school and out-of-school, to obtain permanent employment in the community by identifying specific job openings that are appropriate for each TPP student/DOR consumer, assisting in placing the TPP student/DOR consumer in the job, orienting the TPP student/DOR consumer to the job, and identifying specific ongoing support and resource needs.

Activities include:

- Contacting employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiating job accommodations
- Negotiating customized employment placement
- Maintaining an organized system of current job openings
- Assisting TPP students/DOR consumers to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a TPP student/DOR consumer become knowledgeable regarding the conditions of their employment, such as:
 - *Job description*
 - *Name of immediate supervisor*
 - *Responsibilities of the employee*
 - *Wage payment practices*
 - *Benefits*
 - *Conflict resolution procedures*
 - *Health and safety practices*
- No less than two contacts per month with the TPP student/DOR consumer and/or their employer post-placement to ensure job satisfaction upon acceptance of employment.

Reporting on Job Development, Placement, and Follow-up activities will be provided to the referring DOR counselor on a monthly basis.

Job Development, Placement and Follow-up services are provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018/2019, it is expected that:

- There shall be 45 TPP students/DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 38 TPP students/DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 34 successful DOR closures.

During fiscal year 2019/2020, it is expected that:

- There shall be 45 TPP students/DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 38 TPP students/DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 34 successful DOR closures.

During fiscal year 2020/2021, it is expected that:

- There shall be 45 TPP students/DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 38 TPP students/DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 34 successful DOR closures.

H. Short Term Supports Service

1. Description of Service

The Short-Term Supports (STS) service is provided to the TPP student/DOR consumer upon placement into a Competitive Integrated Employment (CIE) setting. Employment settings include but are not limited to: Work-Based Learning Experiences, or placement into a permanent job.

This service is time-limited, proactive, and individualized to match the TPP student's/DOR consumer's employment-related needs. The STS service focuses on assisting the TPP student/DOR consumer to learn job duties, adjust to the work environment, and maintain CIE by developing natural supports within the employment setting. STS is completed within 90 days, unless additional support is needed to ensure stabilization in the employment setting.

Reporting on Short Term Supports services will be provided to the DOR referring counselor on a monthly basis.

Short Term Support services are provided by TPP Lead Transition Specialist, TPP Case Managers, Community Relations Assistant, Transition Support Teachers, Community Based Support Coordinator, Community Based Support Specialist, Community Based Support Specialists and Transition Assistants.

2. Service Goals/Number to be served

During fiscal year 2018/2019, it is expected that:

- There shall be 10 TPP students/DOR consumers who receive Short Term Support Services.

During fiscal year 2019/2020, it is expected that:

- There shall be 10 TPP students/DOR consumers who receive Short Term Support Services.

During fiscal year 2020/2021, it is expected that:

- There shall be 10 TPP students/DOR consumers who receive Short Term Support Services.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation
Contract Administrator
Della Randolph
1485 Civic Court, Ste 1100
Concord, CA 94520
(925) 602-3990
(925) 669-1767 (Fax)
Della.Randolph@dor.ca.gov

Oakland Unified School District
Contract Administrator
Executive Director, Special Education
Neena Bawa
Cole Site, 1011 Union Street
Oakland, CA 94607
(510) 879-8670 or (510) 879-2942 (Fax)
neena.bawa@ousd.org

David Cammarata
Lead Transition Specialist
Cole Site, 1011 Union Street
Oakland, CA 94607
(510) 879-8124 or (510) 451 4364 (Fax)
david.cammarata@ousd.org

IV. Linkage to Other Community Agencies

OUSD continues to operate a WorkAbility I (WAI) program for more than 33 years. TPP shares office space with WorkAbility I and CaPromise. This facilitates collaboration, networking, and sharing of resources that support the TPP.

TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR students/consumers and avoid duplication of service.

TPP accesses the following programs to increase opportunities and avoid duplication of services:

- All OUSD programs including School-to-Career, Regional Occupational Program, Vocational Education opportunities; Academy programs, Adult Education; and the Young Adult Community-Based vocational training program
- One Stops on comprehensive high school campuses
- Regional Center of the East Bay

- EastBay Works -- Oakland Career Center
- Alameda College One-Stop
- Port of Oakland -- Employment Resources Development Program
- BRIDGES – Marriot Corporation
- Peralta Community College Programs and Students Accessibility Service (formerly Services for Students with Disabilities (PSSD))
- Piedmont Adult School
- San Leandro Adult School
- East Bay Conservation Corps
- Employment Development Department (EDD)
- Job Corp
- Civicorp
- Center for Independent Living (CIL)
- East Oakland Youth Development Center (EOYD)
- Goodwill Industries of the Greater East Bay/CALIDAD
- Youth Employment Partnership (YEP)
- Youth Uprising
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC)
- Project Search
- East Bay Innovations

V. In-Service Training

Training and staff development occur as needs and opportunities arise. Each month there are cross-agency meetings scheduled in which staff have an opportunity to learn about and are cross-trained in the other agency's mission, services, procedures, and professional approach. These meetings include DOR, TPP, other educational staff, community agencies, colleges, and the business community. In-Service is also done at quarterly and program related meetings.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement:
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
(Note: ALL changes must be made in **bold**.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. BUDGET CONTINGENCY CLAUSE

- A. 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, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. 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.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

Oakland Unified School District

Program Budget and Match Summary

July 1, 2018 - June 30, 2021

| | FY 7/1/2018 to 6/30/2019 | FY 7/1/2019 to 6/30/2020 | FY 7/1/2020 to 6/30/2021 |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| | <u>TOTALS</u> | <u>TOTALS</u> | <u>TOTALS</u> |
| DOR PROGRAM COSTS (From DOR Program Budget) | \$436,829 | \$436,829 | \$436,829 |
| DOR Student Services Service Budget | \$303,911.00 | \$303,911.00 | \$303,911.00 |
| VR Employment Services Service Budget (If Applicable) | \$98,408.00 | \$98,408.00 | \$98,408.00 |
| TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget) | \$402,319 | \$402,319 | \$402,319 |
| TOTAL FEDERAL COSTS | \$839,148 | \$839,148 | \$839,148 |
| Certified Match (If applicable) | \$279,716 25.00% | \$279,716 25.00% | \$279,716 25.00% |
| Total Federal Share | \$839,148 75.00% | \$839,148 75.00% | \$839,148 75.00% |
| Cash Match (If applicable) | 0% | 0% | 0% |
| Total Federal Share | \$0 0% | \$0 0% | \$0 0% |
| TOTAL STATE MATCH | \$279,716 | \$279,716 | \$279,716 |

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

Oakland Unified School District

DOR Program Budget July 1, 2018 - June 30, 2021

| <u>ITEM</u> | <u>FTE EXPENDITURE</u> | <u>FY 7/1/2018 to 6/30/2019 TOTAL</u> | <u>FY 7/1/2019 to 6/30/2020 TOTAL</u> | <u>FY 7/1/2020 to 6/30/2021 TOTAL</u> |
|---|----------------------------|---|---|---|
| Rehabilitation Team Unit 1 FTE = \$110,377 | Units | 2.75 | 2.75 | 2.75 |
| | | \$303,537 | \$303,537 | \$303,537 |
| Case Services (Individual Consumer Expenses) | | 133,292 | 133,292 | 133,292 |
| | SUBTOTAL | \$436,829 | \$436,829 | \$436,829 |
| Case Service Contract(s): | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL DOR PROGRAM COST | | \$436,829 | \$436,829 | \$436,829 |

STATE OF CALIFORNIA
 TPP SERVICE BUDGET- DOR STUDENT SERVICES

DEPARTMENT OF REHABILITATION

Original Amendment
 Contractor Name and Address: OAKLAND UNIFIED SCHOOL DISTRICT
 1011 Union Street
 Oakland, CA 94607

Contract Number: 94-6000385
 Federal ID Number: 94-6000385
 Page X of X
 Budget Period: July 1, 2018 to June 30, 2019
 Budget Period: July 1, 2019 to June 30, 2020
 Budget Period: July 1, 2020 to June 30, 2021
 Effective Date (Amendments Only): Effective Date (Amendments Only)

| Line No. | PERSONNEL-Position Title & Time Base | Annual Salary Per FTE | Annual FTE | Amount Budgeted | Annual Salary Per FTE | Annual FTE | Amount Budgeted | Annual Salary Per FTE | Annual FTE | Amount Budgeted |
|----------|---|-----------------------|------------|-----------------|-----------------------|------------|-----------------|-----------------------|------------|-----------------|
| 1 | Lead Transition Specialist 1 FTE = 35 hrs/wk 12 months + Benefits | \$140,832.00 | 0.2325 | \$32,743.44 | \$140,832.00 | 0.2325 | \$32,743.44 | \$140,832.00 | 0.2325 | \$32,743.44 |
| 2 | TPP Case Manager 2 FTE = 37.5 hrs/wk 12 months + Benefits | \$201,689.00 | 0.750 | \$151,266.75 | \$201,689.00 | 0.7500 | \$151,266.75 | \$201,689.00 | 0.7500 | \$151,266.75 |
| 3 | TPP Case Manager 1 FTE = 37.5 hrs/wk 12 months + Benefits | \$110,812.00 | 0.500 | \$55,406.00 | \$110,812.00 | 0.5000 | \$55,406.00 | \$110,812.00 | 0.5000 | \$55,406.00 |
| 4 | Community Relations Assistant 1 FTE =37.5 hrs/wk 12 months + Benefits | \$92,009.00 | 0.380 | \$34,963.42 | \$92,009.00 | 0.3800 | \$34,963.42 | \$92,009.00 | 0.3800 | \$34,963.42 |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | Subtotal | | | \$274,379.61 | | | \$274,379.61 | | | \$274,379.61 |
| 8 | OPERATING EXPENSES | | | | | | | | | |
| 9 | Office Supplies/Printing | | | \$2,250.00 | | | \$2,250.00 | | | \$2,250.00 |
| 10 | Instructional Materials | | | \$900.00 | | | \$900.00 | | | \$900.00 |
| 11 | Postage | | | \$500.00 | | | \$500.00 | | | \$500.00 |
| 12 | Mileage | | | \$1,977.50 | | | \$1,977.50 | | | \$1,977.50 |
| 13 | Training | | | \$2,000.00 | | | \$2,000.00 | | | \$2,000.00 |
| 14 | | | | | | | | | | |
| 15 | | | | | | | | | | |
| 16 | Operating Subtotal | | | \$7,627.50 | | | \$7,627.50 | | | \$7,627.50 |
| 17 | Personnel and Operating Subtotal | | | \$282,007.11 | | | \$282,007.11 | | | \$282,007.11 |
| 18 | Indirect Rate Percentage | | | 3.98% | | | 3.98% | | | 3.98% |
| 19 | Indirect Cost | | | \$11,223.88 | | | \$11,223.88 | | | \$11,223.88 |
| 20 | Workplace Readiness Training | | | \$6,930.00 | | | \$6,930.00 | | | \$6,930.00 |
| 21 | Work-based Learning | | | \$3,750.00 | | | \$3,750.00 | | | \$3,750.00 |
| | TOTAL (rounded to nearest dollar) | | | \$303,911 | | | \$303,911 | | | \$303,911 |

OAKLAND UNIFIED SCHOOL DISTRICT

SERVICE BUDGET NARRATIVE FOR DOR STUDENT SERVICES

PERSONNEL

Lead Transition Specialist (LTS)

Benefits

| | |
|---|--------|
| STRS: | 16.28% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Implement, support, coordinate and manage the overall DOR Student Services portion of the Transition Partnership Program (TPP) within the description of the service contract.
 - Prepare, monitor and oversee TPP contract compliance for DOR Student Services.
 - Coordinate with OUSD's Budget and Accounting departments to monitor TPP budget, billing and contract spending for DOR Student Services.
 - Gather and review Personnel Activity Reports (PARs) and Service Invoices (SIs) for DOR Student Services. Submit to DOR Contract Administrator.
 - Prepare and submit monthly Personnel Activity Reports (PARs) of DOR Student Services for this position.
 - Review DOR statistical reports of DOR Student Services for accuracy and reconcile with program documentation.
 - Provide training to staff in DOR Student Services.
 - Provide professional development training in DOR Student Services for TPP staff.
 - Meet regularly with TPP staff including monthly and quarterly TPP meetings to track progress in DOR Student Services
 - Develop TPP budget revisions, contract renewals and amendments as needed for DOR Student Services.
 - Coordinate outreach for DOR Student Services and discuss appropriate TPP referrals with teachers and other staff
 - Maintain comprehensive DOR Student Services program records and maintain TPP student/DOR consumer records.
- Provide DOR Student Services
 - Job Exploration Counseling
 - Implement and coordinate job exploration workshops
 - Assist TPP students/DOR consumers with developing career and vocational goals.
 - Assist in developing TPP student/DOR consumer transition plan of DOR Student Services and attend IEP meetings as needed to discuss TPP progress. Inform DOR of IEP and ITP meetings as appropriate.
 - Move TPP Students/DOR consumers from DOR Student Services to VR Employment Services as appropriate.
 - Workplace Readiness Training
 - Assist with developing job readiness skills like application preparation, resume development, interviewing techniques and appropriate work behaviors.
 - Work-based Learning Experiences

- Develop short term work experience placements.
- Instruction in Self-Advocacy
 - Assist TPP students/DOR consumers to effectively communicate, negotiate or assert her/his own interests and/or desires.
- Counseling on Post-Secondary Education
 - Assist TPP students/DOR consumers to explore career and post-secondary education options.

Traditional Education Functions

Special Education Coordinator

- WorkAbility I Coordinator for the placement of special education students, age 16 up to age 22.
- Young Adult Program Coordinator for the transition of students with moderate to severe disabilities, age 18 up to age 22.
- Promise Coordinator until the program concludes.
- Act as liaison between Special Education administration and staff and non-TPP transition programs.
- Manage budgets for Workability I, Young Adult Program, Promise and other non-TPP transition programs.
- Attend meetings for Workability I, Young Adult Program, Promise and other non-TPP transition programs.

TPP Case Manager (TPP CM)

Benefits

| | |
|---|--------|
| PERS: | 18.10% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Implement the DOR Student Services offered within the description of the TPP service contract.
 - Assist with professional development training for TPP in the provision of DOR Student Services.
 - Provide training to staff in DOR Student Services.
 - Maintain TPP student/DOR consumer records case notes and/or program activity logs of DOR Student Services. Prepare assigned reports including inputting data into trackers and data bases.
 - Prepare and submit the monthly Personnel Activity Report (PAR) of DOR Student Services for this position.
 - Work collaboratively to further support TPP and DOR Student Services goals.
- Provide DOR Student Services.
 - Job Exploration Counseling
 - Assist in developing TPP student/DOR consumer transition plan of DOR Student Services and attend IEP meetings as needed to discuss TPP progress. Discuss appropriate referrals to DOR Student Services.
 - Provide TPP students/DOR consumers with vocational and career interest inventories and self-evaluation.
 - Assist in the implementation and coordination of job exploration workshops

- Assist TPP students/DOR consumers with researching and developing career and vocational goals.
- Attend and participate in meetings, professional development, trainings and conferences and other special programs related to the DOR Student Services. Assist with TPP special events such as Awards Night, Portfolio Night, Parent Meetings/Forums
- Workplace Readiness Training
 - Help TPP students/DOR consumers learn the soft skills and appropriate work behaviors needed for successful employment.
 - Assist with developing job readiness skills like application preparation, resume development, interviewing techniques and appropriate work behaviors. Create and support a system for TPP student's/DOR consumer's portfolio development.
 - Provides transportation training for a TPP student/DOR consumer, as needed.
- Work-based Learning Experiences
 - Organize DOR Student Services work experience availabilities including information related to qualifications, seasonal hiring dates and placement details. Disseminate information to TPP staff.
 - Discuss possible work experience placements with TPP students/DOR consumers.
 - Evaluate a TPP student's/DOR consumer's need for shoes/boots, uniform/clothing, tools or other items needed for participation in the work experience.
 - Prepare and submit DOR Student Services Work Experience monthly progress reports and Student Service quarterly reports.
- Instruction in Self-Advocacy
 - Assist TPP students/DOR consumers to effectively communicate, negotiate or assert her/his own interests and/or desires.
- Counseling on Post-Secondary Education
 - Assist TPP students/DOR consumers to explore career and post-secondary education options.

Traditional Education Functions

- Clerical duties assigned to Special Education Department
- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission of the special education department

Community Relations Assistant (CRA)

Benefits

| | |
|---|--------|
| PERS: | 18.10% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Implement the DOR Student Services offered within the description of the TPP service contract.
 - Assist LTS and TPP CMs in preparing DOR Student Services statistical information and documentation for DOR. Maintain TPP computer files and develop spreadsheets, forms and reports.
 - Maintain DOR Student Services files for TPP students/DOR consumers in both Potentially Eligible and VR case types.
 - Assist with invoicing for OUSD reimbursement of Work Place Readiness transportation and Work-based Learning clothes, boots, tools and other employer required items.
 - Provide administrative and technical support for DOR Student Services staff.
 - Assist with ordering TPP instructional materials and office supplies for DOR Student Services. Process TPP vendor requests for DOR Student Services.
 - Assist DOR Student Services staff in invoicing for mileage and submitting for signatures.
 - Maintain DOR Student Services calendar and schedule conference rooms for TPP meetings.
 - Arrange and schedule travel accommodations for DOR Student Services meetings and conferences and TPP student/DOR consumer field trips.
 - Process incoming and outgoing DOR Student Services mail, packages, resources and materials.
 - Assist in making copies of DOR Student Services materials and resources for TPP use.
 - Disseminate DOR Student Services information to TPP students/DOR consumers, parents/guardians, OUSD and TPP staff, and community members, as needed.
 - Meet with DOR and DOR Student Services staff at regularly scheduled TPP student/DOR consumer centered meetings, if appropriate.
 - Meet with DOR Student Services staff monthly/quarterly to discuss TPP student/DOR consumer progress and DOR Student Services achievements and challenges. Provide input concerning DOR Student Services policies and procedures.
 - Work collaboratively with the DOR Student Services team to further program goals.
- Provide DOR Student Services
 - Job Exploration Counseling
 - Identify career pathways of interest to the TPP student/DOR consumer, and the skills and qualifications to be successful in these occupations.
 - Workplace Readiness Training
 - Communicate with TPP parents/guardians and TPP students/DOR consumers regarding TPP student/DOR consumer challenges, attendance and parental responsibilities needed to promote success in the TPP.
 - Assist in the development of DOR Student Services relationships with community members and community-based agencies.
 - Work-based Learning Experiences
 - Assist in the development of potential employers for work experiences.
 - Instruction in Self-Advocacy
 - Assist TPP students/DOR consumers to effectively communicate, negotiate or assert her/his own interests and/or desires.
 - Counseling on Post-Secondary Education
 - Assist TPP students/DOR consumers to explore career and post-secondary education options.

Traditional Education Functions

Administrative Assistant I

- Clerical duties assigned to Special Education Department
- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Assist in furthering mission of the special education department
- Duties assigned as necessary

OPERATING EXPENSES

Office Supplies/Printing – All tangible personal property other than those described in Equipment and includes consumable supplies to be used during the contract period. Supplies may include; USB flash drives, record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens, pencils. DOR Student Services represent 75% of the total budget so the contract will charge 75% of office supplies to the DOR Student Service budget.

Instructional Materials – Materials for use in the provision of DOR Student Services that have an instructional classroom component (e.g., job exploration counseling). May include vocational curriculum, videos, vocational and career inventory materials or portfolio development materials. May also include job specific tutorial supplies.

Postage – To mail DOR Student Services and documents to TPP students/DOR consumers and family members, teaching staff, and/or DOR.

Mileage – Reimbursement for mileage expenses when DOR Student Services staff use their own private vehicles in the provision of DOR Student Services such as work experience development and developing community partners. Reimbursement is not to exceed the CalHR designated state rate for non-represented employees.

Training - Registration and fees for DOR Student Services staff to attend training or to bring in a trainer to provide training related to DOR Student Services (e.g., current trends in technology related to Work based Learning Experiences, Workplace Readiness Training and Job Exploration Counseling (may include labor laws/labor market trends and career and vocational preparation). Training must be pre-approved in writing by the DOR Contract Administrator and federal prior approval must be received for all training costs.

INDIRECT COSTS:

Indirect program costs which are reasonable and necessary for the administration, general management and support of the program as represented by a percentage approved by the California Department of Education. This includes items which are not directly related to the provisions of the service contract, such as Accounting Department, Personnel Department, and/or Maintenance.

Workplace Readiness Training -- Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. Total amount budgeted is based on the anticipated number of TPP students receiving transportation training multiplied by the prevailing local student bus pass rates. Approximately 70 students will receive monthly student bus passes at \$33.00

per month (\$2310 per month total) for approximately 3 months. Therefore, the total budgeted amount for the Workplace Readiness Training line item will be a set at \$6,930.

Work-based Learning -- Costs for the purchase of shoes, work clothing, and uniforms required to participate in a work-based learning experience(s). Total amount budgeted is based on the anticipated number of TPP students to participate in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per TPP student. The TPP budgets \$150 per student, and the program has a goal of providing Work-Based Learning experiences to 25 students. Therefore, the total budgeted amount for the Work-based Learning line item will be set at \$3,750.

Receipts for items purchased must be retained by the TPP and submitted with the monthly invoice to the DOR Contract Administrator upon request

STATE OF CALIFORNIA
 TPP SERVICE BUDGET - VR EMPLOYMENT SERVICES

DEPARTMENT OF REHABILITATION

Original
 Amendment

| Contractor Name and Address | | Contract Number | Federal ID Number | Page X of X | | | |
|---|---|-----------------------|-------------------|-----------------|-----------------------|------------|-----------------|
| OAKLAND UNIFIED SCHOOL DISTRICT 1011 Union St Oakland, CA 94607 | | 94-6000385 | | 1 of 1 | | | |
| Line No. | PERSONNEL Position Title & Time Base | Annual Salary Per FTE | Annual FTE | Amount Budgeted | Annual Salary Per FTE | Annual FTE | Amount Budgeted |
| 1 | Lead Transition Specialist 1 FTE = 35 hrs/wk 12 months + Benefits | \$140,832.00 | 0.0775 | \$10,914.48 | \$140,832.00 | 0.0775 | \$10,914.48 |
| 2 | TPP Case Manager 2 FTE = 37.5 hrs/wk 12 months + Benefits | \$201,689.00 | 0.2500 | \$50,422.25 | \$201,689.00 | 0.2500 | \$50,422.25 |
| 3 | TPP Case Manager 1 FTE = 37.5 hrs/wk 12 months + Benefits | \$110,812.00 | 0.1700 | \$18,838.04 | \$110,812.00 | 0.1700 | \$18,838.04 |
| 4 | Community Relations Assistant 1 FTE = 37.5 hrs/wk 12 months | \$92,009.00 | 0.1200 | \$11,041.08 | \$92,009.00 | 0.1200 | \$11,041.08 |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | Subtotal | | | \$91,215.85 | | | \$91,215.85 |
| 8 | OPERATING EXPENSES | | | | | | |
| 9 | Office Supplies/ Printing | | | \$750.00 | | | \$750.00 |
| 10 | Instructional Materials | | | \$400.00 | | | \$400.00 |
| 11 | Postage | | | \$100.00 | | | \$100.00 |
| 12 | Mileage | | | \$675.00 | | | \$675.00 |
| 13 | Training | | | \$1,500.00 | | | \$1,500.00 |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | Operating Subtotal | | | \$3,425.00 | | | \$3,425.00 |
| 17 | Personnel and Operating Subtotal | | | \$94,640.85 | | | \$94,640.85 |
| 18 | Indirect Rate Percentage | | | 3.98% | | | 3.98% |
| 19 | Indirect Cost | | | \$3,766.71 | | | \$3,766.71 |
| | TOTAL (rounded to nearest dollar) | | | \$98,408 | | | \$98,408 |

OAKLAND UNIFIED SCHOOL DISTRICT

SERVICE BUDGET NARRATIVE FOR VR EMPLOYMENT SERVICES

PERSONNEL

Lead Transition Specialist (LTS)

Benefits

| | |
|---|--------|
| STRS: | 16.28% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Implement, support, coordinate and manage the overall VR Employment Services portion of the Transition Partnership Program (TPP) within the description of the service contract.
 - Prepare, monitor and oversee TPP contract compliance for VR Employment Services.
 - Coordinate with OUSD's Budget and Accounting departments to monitor TPP budget, billing and contract spending for VR Employment Services.
 - Monitor staff allocation of time and gather and review Personnel Activity Reports (PARs) and Service Invoices (SIs) for VR Employment Services. Submit to DOR Contract Administrator.
 - Prepare and submit monthly Personnel Activity Reports (PARs) of VR Employment Services for this position.
 - Review DOR statistical reports of VR Employment Services for accuracy and reconcile with program documentation.
 - Train, schedule and monitor staff providing VR Employment Services.
 - Provide professional development training in VR Employment Services for TPP staff.
 - Meet regularly with TPP staff including monthly and quarterly TPP meetings to track progress in VR Employment Services
 - Develop TPP budget revisions, contract renewals and amendments as needed for VR Employment Services.
 - Coordinate outreach for VR Employment Services and discuss appropriate TPP referrals with teachers and other staff. Assist with VR Employment Services communication between OUSD special education staff, TPP staff and DOR staff.
 - Maintain comprehensive VR Employment Services program records and maintain TPP student/DOR consumer records.
- Provide Vocational Rehabilitation (VR) Employment Services
 - Employment Preparation
 - Move TPP Students/DOR consumers from DOR Student Services to VR Employment Services as appropriate.
 - Assist in developing TPP student/DOR consumer transition plan of VR Employment Services and attend IEP meetings as needed to discuss TPP progress. Inform DOR of IEP and ITP meetings as appropriate.

- Meet with DOR staff to formalize Individual Plan for Employment (IPE) and provide services in concert with the IPE.
- Assist in the preparation of TPP students/DOR consumers for the soft skills needed in the work place.
- Assist in the development of a master application, sample resume and reference sheet for TPP students/DOR consumers and assist with the practice of mock interviews.
- Help TPP students/DOR consumers and staff understand the impact of employment on possible public benefits.
- Job Development, Placement and Follow-up
 - Contact employers and build networks to develop job opportunities.
 - Maintain a system of current job openings.
 - Provide job analysis to facilitate job matching.
 - Discuss job site barriers and negotiate accommodations if needed.
 - Assist TPP students/DOR consumers to become knowledgeable about the conditions of employment.
 - Provide continued services to post-exit TPP students/DOR consumers in tandem with the DOR counselor.
- Short Term Supports Service
 - Assist the TPP student/DOR consumer to learn job duties, adjust to the work environment and develop natural supports within the employment setting.

Traditional Education Functions

Special Education Coordinator

- WorkAbility I Coordinator for the placement of special education students, age 16 up to age 22.
- Young Adult Program Coordinator for the transition of students with moderate to severe disabilities, age 18 up to age 22.
- Promise Coordinator until the program concludes.
- Act as liaison between Special Education administration and staff and non-TPP transition programs.
- Manage budgets for Workability I, Young Adult Program, Promise and other non-TPP transition programs.
- Attend meetings for Workability I, Young Adult Program, Promise and other non-TPP transition programs.

TPP Case Manager (TPP CM)

Benefits

| | |
|---|--------|
| PERS: | 18.10% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Implement the VR Employment Services offered within the description of the TPP service contract.
 - Coordinate with LTS and DOR staff to identify needs and develop strategies for providing VR Employment Services to high school and post exit TPP students/DOR consumers.
 - Plan, organize and coordinate VR Employment Services for TPP students/DOR consumers.
 - Assist with professional development training for TPP staff in the provision of VR Employment Services. Assist TPP staff with record-keeping and monitoring of provision of VR Employment Services. Facilitate communication between special education staff and TPP, students, DOR and parents/guardians.
 - Maintain TPP student/DOR consumer records case notes and/or program activity logs of VR Employment Services. Complete DOR statistical information and program information and prepare assigned reports including inputting data into trackers and data bases.
 - Prepare and submit the monthly Personnel Activity Report (PAR) of VR Employment Services for this position.
 - Make copies of VR Employment Services transition materials and resources for TPP staff, TPP students/DOR consumers, families, employers, and/or community agencies
 - Meet with DOR staff and TPP staff on a regularly scheduled basis, including quarterly meetings.
 - Work collaboratively to further support TPP and VR Employment Services goals. Promote teamwork by sharing knowledge and participating in meetings/trainings and work groups.
- Provide VR Employment Services.
 - Employment Preparation
 - Assist in developing TPP student/DOR consumer transition plan from DOR Student Services to VR Employment Services and attend IEP meetings as needed to discuss TPP progress. Discuss appropriate referrals to VR Employment Services.
 - Work with DOR staff to implement the IPE.
 - Attend and participate in meetings, professional development, trainings and conferences and other special programs related to the VR Employment Services. Assist with TPP special events such as Awards Night, Portfolio Night, Parent Meetings/Forums
 - Provide TPP students/DOR consumers with vocational and career interest inventories and self-evaluation, if not already completed.
 - Assist in the implementation and coordination of pre-employment workshops covering job search skills and keeping records and logs as needed.
 - Assist TPP students/DOR consumers with relevant work practices specific to the vocational goal.
 - Assist TPP students/DOR consumers with Master Applications, Sample Resume and References Sheet (Portfolio development).
 - Practice Mock Interviews and appropriate work behaviors with TPP students/DOR consumers.
 - Provide transportation training if needed.
 - Evaluate need for clothing/uniforms, shoes/boots, tools or other items needed for job placement and communicate to DOR staff for use of case service funds.

- Assists TPP students/DOR consumers in accessing appropriate community-based programs/agencies or interventions to ensure successful employment outcomes.
- Provide monthly report to DOR on Employment Preparation
- Job Development, Placement and Follow Up
 - Establish community partnerships with employers to develop job opportunities appropriate for TPP students/DOR consumers, both in high school and post exit.
 - Organize VR Employment Services availabilities and data base including information related to qualifications, seasonal hiring dates and placement details. Disseminate information to TPP staff.
 - Consult with employer to evaluate the need for job accommodations.
 - Discuss possible job placements with TPP students/DOR consumers.
 - Develop and implement specific skill training at the work site.
 - Participate in community groups such as East Bay Job Developers or Chamber of Commerce.
 - Monitor and evaluate job placements of high school and/or post exit TPP student/DOR consumer progress with job performance and work habits.
 - Prepare and submit monthly report of business contacts and business meetings attended.
 - Prepare and submit monthly Job Development, Placement and Follow Up progress reports and Student Service quarterly reports.
- Short Term Supports
 - Evaluate need for Short Term Support Services.
 - Assist the TPP student/DOR consumer to learn job duties, adjust to the work environment and develop natural supports within the employment setting.
 - Provide assistance and recommend termination or extension of Short Term Supports services for high school and/or post exit TPP students/DOR consumers as necessary for job retention.

Traditional Education Functions

- Clerical duties assigned to Special Education Department
- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission of the special education department

Community Relations Assistant (CRA)

Benefits

| | |
|---|--------|
| PERS: | 18.10% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Implement the VR Employment Services offered within the description of the TPP service contract.
 - Provide administrative and technical support for VR Employment Services staff.
 - Assist and collaborate with LTS and TPP CMs in preparing DOR statistical information and documentation and procedures for the VR Employment Services.
 - Gather documentation, maintain VR Employment Services files and make copies as needed.
 - Assist with ordering TPP instructional materials and office supplies for VR Employment Services. Process TPP vendor requests for VR Employment Services.
 - Assist VR Employment Services staff in invoicing for mileage and submitting for signatures.
 - Maintain VR Employment Services calendar and schedule conference rooms for TPP meetings.
 - Arrange and schedule travel accommodations for VR Employment Services meetings and conferences and TPP student/DOR consumer field trips.
 - Process incoming and outgoing VR Employment Services mail, packages, resources and materials.
 - Disseminate VR Employment Services information to TPP students/DOR consumers, parents/guardians, OUSD and TPP staff, and community members, as needed.
 - Meet with DOR and VR Employment Services staff monthly/quarterly to discuss TPP student/DOR consumer progress and VR Employment Services achievements and challenges. Provide input concerning VR Employment Services policies and procedures.
 - Work collaboratively with the VR Employment Services team to further program goals.
 - Prepare and submit monthly Personal Activity Reports (PARs) for this position.
- Provide VR Employment Services
 - Employment Preparation
 - Assist in the development of VR Employment Services relationships with community members and community-based agencies.
 - Job Development, Placement and Follow Up
 - Assist in the development of potential employers and job placements.
 - Short Term Supports
 - Assist the TPP student/DOR consumer to learn job duties, adjust to the work environment and develop natural supports within the employment setting.

Traditional Education Functions

- Clerical duties assigned to Special Education Department

- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission of the special education department

OPERATING EXPENSES

Office Supplies/ Printing - All tangible personal property other than those described in Equipment and includes consumable supplies to be used during the contract period. Supplies may include; USB flash drives, record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens, pencils. VR Employment Services represent 25% of the total budget so the contract will charge 25% of office supplies to the VR Employment Services budget.

Instructional Materials - Materials for use in the provision of VR Employment Services that have an instructional classroom component (e.g., employment preparation). May include vocational curriculum, videos, vocational and career inventory materials or portfolio development materials. May also include job specific tutorial supplies. May also include career interest inventories, vocation-specific curricula and job placement materials.

Postage – To mail VR Employment Services documents to TPP students/DOR consumers and family members/guardians, teaching staff, and/or DOR.

Mileage - Reimbursement for mileage expenses when VR Employment Services staff use their own private vehicles in the provision of VR Employment Services such as job placement development and developing community partners. Reimbursement is not to exceed the CalHR designated state rate for non-represented employees.

Training - Registration and fees for VR Employment Services staff to attend training or to bring in a trainer to provide training related to VR Employment Services (e.g., current trends in technology related to Employment Preparation; Job Development, Placement and Follow Up or Short Term Supports (may include labor laws/labor market trends). Training must be pre-approved in writing by the DOR Contract Administrator and federal prior approval must be received for all training costs.

Receipts for items purchased must be retained by the TPP and submitted with the monthly invoice to the DOR Contract Administrator upon request.

INDIRECT COSTS:

Indirect program costs which are reasonable and necessary for the administration, general management and support of the program as represented by a percentage approved by the California Department of Education. This includes items which are not directly related to the provisions of the service contract, such as Accounting Department, Personnel Department, and/or Maintenance

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2018 - June 30, 2021

Contractor Name and Address
 Oakland Unified School District
 1011 Union St.
 Oakland, CA 94607

Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE No portion of the below expenditures shall come from Federal Funds or WorkAbility I Funds.**

| Item Expenditure | FY 7/1/2018 to 6/30/2019 | | | FY 7/1/2019 to 6/30/2020 | | | FY 7/1/2020 to 6/30/2021 | | |
|--|--------------------------|------------|-------------------------|--------------------------|------------|-------------------------|--------------------------|------------|-------------------------|
| | Annual Salary Per FTE | Annual FTE | Annual Amount Certified | Annual Salary Per FTE | Annual FTE | Annual Amount Certified | Annual Salary Per FTE | Annual FTE | Annual Amount Certified |
| PERSONNEL | | | | | | | | | |
| Transition Support Teachers - 16 FTE= 30 hrs/wk, 10 mos | \$1,723,599.00 | 0.1000 | \$172,359.90 | \$1,723,599.00 | 0.1000 | \$172,359.90 | \$1,723,599.00 | 0.1000 | \$172,359.90 |
| Community-Based Support Coordinators - 4 FTE= 30 hrs/wk, 11 mos | \$379,515.00 | 0.2500 | \$94,878.75 | \$379,515.00 | 0.2500 | \$94,878.75 | \$379,515.00 | 0.2500 | \$94,878.75 |
| Community Based Support Specialist - 1 FTE = 37.5 hrs/wk, 11 mos | \$80,552.00 | 0.0750 | \$6,041.40 | \$80,552.00 | 0.0750 | \$6,041.40 | \$80,552.00 | 0.0750 | \$6,041.40 |
| Community Based Transition Assistant - 1 FTE= 30 hrs/wk, 11 mos | \$29,687.00 | 0.0168 | \$498.74 | \$29,687.00 | 0.0168 | \$498.74 | \$29,687.00 | 0.0168 | \$498.74 |
| Transition Assistant - 2 FTE= 30 hrs/wk, 10 mos | \$59,377.00 | 0.1000 | \$5,937.70 | \$59,377.00 | 0.1000 | \$5,937.70 | \$59,377.00 | 0.1000 | \$5,937.70 |
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| | | | | | | | | | |
| Personnel Subtotal | | | \$279,716.49 | | | \$279,716.49 | | | \$279,716.49 |
| OPERATING EXPENSES | | | | | | | | | |
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| | | | | | | | | | |
| Operating Subtotal | | | \$279,716.49 | | | \$279,716.49 | | | \$279,716.49 |
| Personnel and Operating Subtotal | | | \$279,716.49 | | | \$279,716.49 | | | \$279,716.49 |
| | | | | | | | | | |
| TOTAL EXPENDITURES "CERTIFIED" | | | \$279,716 | | | \$279,716 | | | \$279,716 |

OAKLAND UNIFIED SCHOOL DISTRICT

CERTIFIED EXPENDITURE BUDGET NARRATIVE

Transition Support Teachers

Benefits

| | |
|---|--------|
| STRS: | 16.28% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.
- Collaborate with other special education and OUSD staff when providing DOR Student Services and discuss appropriate referrals to DOR Student Services with staff.
- Provide DOR Student Services through one-on-one or small group instruction.
 - Job Exploration Counseling
 - Instruct TPP students/DOR consumers on the local labor market and in-demand industries and occupations.
 - Administer career aptitude, career skill and vocational interest inventories and interpret results to TPP students/DOR consumers.
 - Assist TPP students/DOR consumers with developing career and vocational goals.
 - Identify career pathways of interest to TPP students/DOR consumers and the skills and qualifications for these positions.
 - Assist in developing TPP student/DOR consumer transition plan of DOR Student Services, provide documentation and attend IEP meetings as needed to discuss TPP progress.
 - Assist TPP Students/DOR consumers to transition from DOR Student Services to VR Employment Services as appropriate.
 - Arrange career speakers and field trips for job exploration.
 - Workplace Readiness Training
 - Teach soft skills, appropriate work behaviors and financial literacy.
 - Assist with developing job readiness skills like application preparation, resume development and interviewing techniques while identifying prior work experience and transferable skills.
 - Evaluate, monitor and report on TPP student/DOR consumer progress.
 - Work-based Learning Experiences
 - Develop short term work experience placements.
 - Teach informational interviews.
 - Arrange vocational field trips and job shadowing.
 - Instruction in Self-Advocacy
 - Assist TPP students/DOR consumers to effectively communicate, negotiate or assert her/his own interests, desires and goals.
 - Instruct on disability awareness and disclosure.

- Inform TPP students/DOR consumers on available resources and support systems.
 - Assist team with the transition portion of IEP or 504 plan development for TPP students/DOR consumers.
 - Help TPP students/DOR consumers understand workplace rights and responsibilities.
 - Counseling on Post-Secondary Education
 - Explore career and post-secondary education options.
 - Counsel on post-secondary education resources and disability support services.
 - Provide TPP students/DOR consumers with one-on-one assistance with application/enrollment process and financial aid applications.
 - Arrange for college fairs and tours.
- Provide VR Employment Services. Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.
 - Employment Preparation
 - Assist in developing TPP student/DOR consumer transition plan from DOR Student Services to VR Employment Services and attend IEP meetings as needed to discuss TPP progress. Discuss appropriate referrals to VR Employment Services.
 - Work with DOR staff to implement the IPE and identify needs and services.
 - Provide TPP students/DOR consumers with vocational and career interest inventories and self-evaluation, if not already completed and interpret results.
 - Provide instruction in job search skills and TPP student/DOR consumer need to keep records and logs as needed.
 - Instruct students/DOR consumers on relevant work practices specific to the vocational goal.
 - Assist TPP students/DOR consumers with Master Applications, Sample Resume and References Sheet (Portfolio development).
 - Practice Mock Interviews and teach appropriate grooming and hygiene, work behaviors and conditions of employment.
 - Provide transportation training if needed.
 - Evaluate need for clothing/uniforms, shoes/boots, tools or other items needed for job placement and communicate to DOR staff for use of case service funds.
 - Assist TPP students/DOR consumers in accessing appropriate community-based programs/agencies or interventions to ensure successful employment outcomes.
 - Provide monthly report to DOR on Employment Preparation
 - Job Development, Placement and Follow Up
 - Establish community partnerships with employers to develop job opportunities appropriate for TPP students/DOR consumers, both in high school and post exit.
 - Organize VR Employment Services availabilities and data base including information related to qualifications, seasonal hiring dates and placement details. Disseminate information to TPP staff.
 - Consult with employer to evaluate the need for job accommodations.
 - Discuss possible job placements with TPP students/DOR consumers.
 - Develop and implement specific skill training at the work site.

- Participate in community groups such as East Bay Job Developers or Chamber of Commerce.
- Monitor and evaluate progress high school and/or post exit TPP student/DOR consumer progress with job performance and work habits.
- Prepare and submit monthly report of business contacts and business meetings attended.
- Prepare and submit monthly Job Development, Placement and Follow Up progress reports and Student Service quarterly reports.
- Short Term Supports
 - Evaluate need for Short Term Support Services.
 - Assist the TPP student/DOR consumer to learn job duties, adjust to the work environment and develop natural supports within the employment setting.
 - Provide assistance and recommend termination or extension of Short Term Supports services for high school and/or post exit TPP students/DOR consumers as necessary for job retention.

Traditional Education Functions

Special Education Teachers

- Direct Instruction in academic areas.
- Provide information and assistance to students with exceptional needs and their parents/guardians.
- Monitor pupil progress on a regular basis.
- Develop and write special education Individualized Education Program (IEP).
- Evaluate student growth in academic achievement, self-concept and social skills.

Community-Based Support Coordinator (CBSC)

Benefits

| | |
|---|--------|
| STRS: | 16.28% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer and provide DOR Student Services.
 - Job Exploration Counseling
 - Administer career aptitude, career skill and vocational interest inventories and interpret results to TPP students/DOR consumers.
 - Assist TPP students/DOR consumers with developing career and vocational goals.
 - Identify career pathways of interest to TPP students/DOR consumers and the skills and qualifications for these positions.
 - Assist in developing TPP student/DOR consumer transition plan of DOR Student Services, provide documentation and attend IEP meetings as needed to discuss TPP progress.

- Assist TPP Students/DOR consumers to transition from DOR Student Services to VR Employment Services as appropriate.
- Workplace Readiness Training
 - Assist with developing job readiness skills like application preparation, resume development, interviewing techniques and appropriate work behaviors while identifying prior work experience and transferable skills.
 - Evaluate, monitor and report on TPP student/DOR consumer progress.
- Work-based Learning Experiences
 - Develop and monitor short term work experience placements.
 - Help TPP students/DOR consumers develop vocational direction, appropriate work attitudes, interpersonal skills and foundational employment skills.
 - Assist with informational interviews.
 - Arrange vocational field trips and job shadowing.
- Instruction in Self Advocacy
 - Use research-based curriculum to teach about life, socialization, self-advocacy, self-determination, daily living skills and experiential activities
- Counseling on Post-Secondary Education
 - Help TPP students/DOR consumers explore career and post-secondary education options.
 - Provide TPP students/DOR consumers with one-on-one assistance with application/enrollment process and financial aid applications.
 - Arrange for college fairs and tours.
- Provide VR Employment Services. Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.
 - Employment Preparation
 - Assist in developing TPP student/DOR consumer transition plan from DOR Student Services to VR Employment Services and attend IEP meetings as needed to discuss TPP progress. Discuss appropriate referrals to VR Employment Services.
 - Work with DOR staff to implement the IPE and identify needs and services.
 - Provide instruction in job search skills and TPP student/DOR consumer need to keep records and logs as needed.
 - Assist TPP students/DOR consumers with Master Applications, Sample Resume and References Sheet (Portfolio development).
 - Practice Mock Interviews and teach appropriate grooming and hygiene, work behaviors and conditions of employment.
 - Arrange for transportation training if needed.
 - Evaluate need for clothing/uniforms, shoes/boots, tools or other items needed for job placement and communicate to DOR staff.
 - Assist TPP students/DOR consumers in accessing appropriate community-based programs/agencies or interventions to ensure successful employment outcomes.
 - Job Development, Placement and Follow Up
 - Establish community partnerships with employers to develop job opportunities appropriate for TPP students/DOR consumers, both in high school and post exit.
 - Organize VR Employment Services availabilities and data base including information related to qualifications, seasonal hiring dates and placement details. Disseminate information to TPP staff.
 - Consult with employer to evaluate the need for job accommodations.
 - Discuss possible job placements with TPP students/DOR consumers.

- Participate in community groups such as East Bay Job Developers or Chamber of Commerce.
- Monitor and evaluate TPP student/DOR consumer progress both in high school and/or post exit with job performance and work habits.
- Prepare and submit monthly report of business contacts and business meetings attended.
- Prepare and submit monthly Job Development, Placement and Follow Up progress reports and Student Service quarterly reports.
- Short Term Supports
 - Assist the TPP student/DOR consumer to learn job duties, adjust to the work environment and develop natural supports within the employment setting.

Traditional Education Functions

Education Specialist

- Design/implement community-based instruction for OUSD Young Adult Special Education Program for students ages 18 up to age 22.
- Direct Instruction in academic areas.
- Provide information and assistance to students with exceptional needs and their parents/guardians.
- Monitor pupil progress on a regular basis and provide input for and write the Individualized Education Program (IEP).
- Evaluate student growth in academic achievement, self-concept and social skills.
- Record keeping related to students' goals, objectives, abilities and capabilities.

Community-Based Support Specialist (CBSS)

Benefits

| | |
|---|--------|
| PERS: | 18.10% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer and provide DOR Student Services.
 - Job Exploration Counseling
 - Assist TPP students/DOR consumers with developing career and vocational goals.
 - Identify career pathways of interest to TPP students/DOR consumers and the skills and qualifications for these positions.
 - Workplace Readiness Training
 - Assist with developing job readiness skills like application preparation, resume development, interviewing techniques and appropriate work behaviors while identifying prior work experience and transferable skills.
 - Evaluate, monitor and report on TPP student/DOR consumer progress.
 - Work-based Learning Experiences

- Develop and monitor short term work experience placements.
- Help TPP students/DOR consumers develop vocational direction, appropriate work attitudes, interpersonal skills and foundational employment skills.
- Assist with informational interviews.
- Instruction in Self Advocacy
 - Help TPP students/DOR consumers to learn about life, socialization, self-advocacy, self-determination, daily living skills and experiential activities
- Counseling on Post-Secondary Education
 - Help TPP students/DOR consumers explore career and post-secondary education options.
 - Provide TPP students/DOR consumers with one-on-one assistance with application/enrollment process and financial aid applications.
- Provide VR Employment Services. Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.
 - Employment Preparation
 - Help with instruction in job search skills and TPP student/DOR consumer need to keep records and logs as needed.
 - Assist TPP students/DOR consumers with Master Applications, Sample Resume and References Sheet (Portfolio development).
 - Practice Mock Interviews and inform TPP students/DOR consumers of appropriate grooming and hygiene, work behaviors and conditions of employment.
 - Arrange for transportation training if needed.
 - Job Development, Placement and Follow Up
 - Arrange job shadowing and explore requirements for specific jobs.
 - Develop appropriate job placements for TPP students/DOR consumers.
 - Short Term Supports
 - Assist the TPP student/DOR consumer to learn job duties, adjust to the work environment and develop natural supports within the employment setting.

Traditional Education Functions

Instructional Assistant

- Assist and tutor special education students on academic and functional skills curriculum

Community-Based Transition Assistant (CBTA)

Benefits

| | |
|---|--------|
| PERS: | 18.10% |
| FICA: | 6.2% |
| MEDI: | 1.45% |
| SUI: | 0.107% |
| WC: | 6.5% |
| Health Insurance depends on each employee's plan, about | 20.0% |

Contract Functions

- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer and provide DOR Student Services.
 - Job Exploration Counseling

- Tutor DOR students/DOR consumers in career/vocational skills.
 - Workplace Readiness Training
 - Assist students to learn employer expectations and relevant work practices.
 - Train TPP students/DOR consumers in the use of public transportation.
 - Work-based Learning Experiences
 - Monitor short term work experience placements.
 - Help TPP students/DOR consumers develop vocational direction, appropriate work attitudes, interpersonal skills and foundational employment skills.
 - Assist with informational interviews.
 - Instruction in Self Advocacy
 - Help TPP students/DOR consumers to learn life, socialization, self-advocacy, self-determination, daily living skills and experiential activities.
 - Counseling on Post-Secondary Education
 - Help TPP students/DOR consumers explore career and post-secondary education options.
 - Provide TPP students/DOR consumers with one-on-one assistance with application/enrollment process and financial aid applications.
- Provide VR Employment Services. Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer.
 - Employment Preparation
 - Help with instruction in job search skills and TPP student/DOR consumer need to keep records and logs as needed.
 - Assist TPP students/DOR consumers with Master Applications, Sample Resume and References Sheet (Portfolio development).
 - Practice Mock Interviews and inform TPP students/DOR consumers of appropriate grooming and hygiene, work behaviors and conditions of employment.
 - Arrange for transportation training if needed.
 - Job Development, Placement and Follow Up
 - Arrange job shadowing and explore requirements for specific jobs.
 - Develop appropriate job placements for TPP students/DOR consumers.
 - Short Term Supports
 - Assist the TPP student/DOR consumer to learn job duties, adjust to the work environment and develop natural supports within the employment setting.

Traditional Education Functions

Para-professional Young Adult Program

- Assist OUSD young adults' special education program for students 18 to 22 years of age with job placement and on-the-job training and job coaching
- Record keeping related to students' job performance
- Instructional Assistant

Transition Assistant (TA)

Benefits

| | |
|-------|--------|
| PERS: | 18.10% |
| FICA: | 6.2% |
| MEDI: | 1.45% |

SUI: 0.107%
WC: 6.5%
Health Insurance depends on each employee's plan, about 20.0%

Contract Functions

- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer. Write progress reports and case notes and provide DOR Student Services.
 - Job Exploration Counseling
 - Tutor DOR students/DOR consumers in career/vocational skills.
 - Workplace Readiness Training
 - Train TPP students/DOR consumers in the use of public transportation.
 - Work-based Learning Experiences
 - Help TPP students/DOR consumers develop vocational direction, appropriate work attitudes, interpersonal skills and foundational employment skills
 - Instruction in Self Advocacy
 - Help TPP students/DOR consumers to learn life, socialization, self-advocacy, self-determination, daily living skills and experiential activities
 - Counseling on Post-Secondary Education
 - Help TPP students/DOR consumers explore career and post-secondary education options.
 - Provide TPP students/DOR consumers with one-on-one assistance with application/enrollment process and financial aid applications.
- Provide VR Employment Services. Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the TPP student/DOR consumer. Write progress reports and case notes.
 - Employment Preparation
 - In concert with IPE, assist TPP students/DOR consumers with mock interviews, resume development and master applications
 - Discuss relevant work practices and appropriate grooming and hygiene.
 - Identify if additional supports are needed.
 - Job Development, Placement and Follow Up
 - Job site consultation and discussion with employers.
 - Assist TPP students/DOR consumers to understand the conditions of their employment
 - Short Term Supports
 - Assist the TPP student/DOR consumer to learn job duties and adjust to the work environment

Traditional Education Agency Functions

Instructional Assistant

- Assist special education students with job placement and on-the-job training and job coaching
- Record keeping related to students' job performance

Assist OUSD special education students with academic/functional skills curriculum.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>
Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under

Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- i. Commercial General Liability – Contractor’s liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The **policy must include:**

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- ii. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people (includes driver)**, the Contractor’s certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people (includes driver)** the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
- **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people (includes driver)** the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for the Automobile Liability.

- iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

- iv. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

6. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.

- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of

Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/sutax/top500.htm>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.
 3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
 4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate

approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that Contract staff provide services only to authorized DOR consumers.

EXHIBIT G

ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

I. CONTRACT MONITORING AND REPORTING

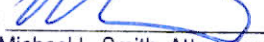
The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of students/DOR clients served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of students/DOR clients served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of students/DOR clients served as requested by DOR contract administrator
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for students/DOR clients receiving DOR Student Services and monthly progress reports for students/DOR clients participating in Work-based Learning Experience and VR Employment Services. Progress reports should include DOR students'/DOR clients' name and other necessary or required information to document the services provided and individual students/DOR clients progress in those services.

II. Transportation

The Contractor will provide transportation to 7 TPP students/DOR consumers including the driver.

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

By:  10/24/18
Michael L. Smith, Attorney at Law
(CWSB 10/19/18)

FULL Name of Corporation or Public Agency

Oakland Unified School District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

KYLA JOHNSON-TRAMMELL - SECRETARY, BOARD OF EDUCATION

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.


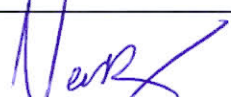


Address Where Board Meeting Held

1050-2ND Avenue, Oakland, CA 94606

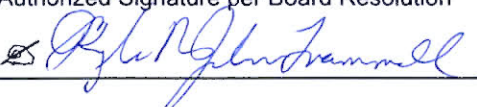
| Date of Board Meeting | Signature of Recording Secretary | Date Signed |
|-----------------------|----------------------------------|-----------------|
| <i>11-14-18</i> | <i>Kyla R. Johnson-Trammell</i> | <i>11-15-18</i> |

| | |
|--|--|
| GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814 | SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) |
|--|--|

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

| | | |
|--|---|---|
| Signature  | Name (Please Type or Print) Sondra Aguilera | Title (Please Type or Print) Chief Academic Officer |
| Signature  | Name (Please Type or Print) Neena Bawa Bhatnag | Title (Please Type or Print) Executive Director |
| Signature  | Name (Please Type or Print) Jenn Blake | Title (Please Type or Print) Director of Schools |
| Signature  | Name (Please Type or Print) David Cammarata | Title (Please Type or Print) Special Education Coordinator |

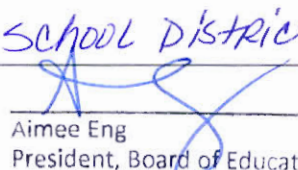
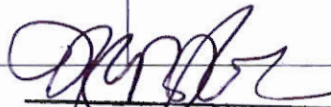
I hereby delegate authority to request reimbursement of expenses as shown above.

| | | |
|--|--|-------------------------|
| Authorized Signature per Board Resolution  | Name (Please Type or Print) Kyla Johnson-Trammell | Date Signed 11-15-18 |
|--|--|-------------------------|

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|---|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> OAKLAND UNIFIED SCHOOL DISTRICT | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>  Aimee Eng President, Board of Education | |  Kyla R. Johnson-Trammell Secretary, Board of Education |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> 11-14-18 | <i>Executed in the County of</i> ALAMEDA | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:


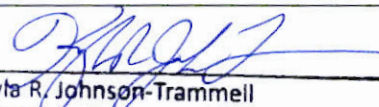
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

| | |
|---|--|
| Proposer/Bidder Firm Name (Printed) | Federal ID Number |
| OAKLAND UNIFIED SCHOOL DISTRICT | |
| By (Authorized Signature) | |
|  Aimee Eng President, Board of Education |  Kyla R. Johnson-Trammell Secretary, Board of Education |
| Printed Name and Title of Person Signing | |
| | |
| Executed in the County of | Executed in the State of |
| ALAMEDA | CA |
| Date Executed | |
| 11/14/18 | |

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that

no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 510-986-6750
 www.keenan.com

LICENSE # 0451271

COVERED PARTY:
 Oakland Unified School District
 1000 Broadway, Suite 680
 Oakland CA 94607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
 ENTITY A: Northern California ReLiEF
 ENTITY B:
 ENTITY C:
 ENTITY D:
 ENTITY E:


THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

| ENT LTR | TYPE OF COVERAGE | COVERAGE DOCUMENTS | EFFECTIVE/ EXPIRATION DATE | MEMBER RETAINED LIMIT / DEDUCTIBLE | LIMITS |
|---------|--|--------------------|----------------------------|------------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000 |
| A | PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | \$ 250,250,000 EACH OCCURRENCE |
| A | STUDENT PROFESSIONAL LIABILITY | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | \$ Included EACH OCCURRENCE |
| | WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY | | | \$ | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT |
| | EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY | | | \$ | \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS |
| | OTHER | | | \$ \$ | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to the agreement between the Department of Rehabilitation and Oakland Unified School District for the students participating & transported to off-site/community based TPP activities with staff through the coverage expiration date.
 \$2,000,000 annual aggregate, as required by contract.

CERTIFICATE HOLDER:
 The State of California
 Department of Rehabilitation
 721 Capital Mall, 6th Fl.
 Sacramento CA 95814

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


 John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

| | | |
|--|---|--|
| <p>COVERED PARTY Oakland Unified School District</p> | <p>COVERAGE DOCUMENT NCR 01711-10</p> | <p>ADMINISTRATOR Keenan & Associates</p> |
|--|---|--|

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

The State of California
Department of Rehabilitation
721 Capital Mall, 6th Fl.
Sacramento CA 95814

As Respects:

As respects to the agreement between the Department of Rehabilitation and Oakland Unified School District for the students participating & transported to off-site/community based TPP activities with staff through the coverage expiration date. \$2,000,000 annual aggregate, as required by contract.

The State of California, its officers, agents, and employees are included as an Additional Covered Party.



Authorized Representative

Issue Date: 10/15/2018