

Board Office Use: Legislative File Info.	
File ID Number	13-2610
Introduction Date	12/11/13
Enactment Number	13-2495
Enactment Date	12/11/13 OJ



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Acting Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date December 11, 2013

Subject Amendment No. 1, Standard Agreement - Subvention Contract - California State Department of Rehabilitation - Programs for Exceptional Children's Career Transition Department

Action Requested Approval by the Board of Education of Amendment No. 1, Standard Agreement - Subvention - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California State Department of Rehabilitation (grant period July 1, 2012 through June 20, 2015), authorizing Sheilagh Andujar or Melissa Williams, or Leslyn Henry to request reimbursement of expenses incurred as a result of said Agreement, succeeding Sharon Casanares, effective July 1, 2013.

Background This partnership enriches the services provided to 11th and 12th grade disabled students'/DOR clients' ability to gain meaningful employment and/or post-secondary education. The DOR contract's Service Budget for three-years is \$1,123,575.00. This budget presently funds 5-100% FTE's and the program's operating expenses. The district's match funding for the three-years is \$844,578.

Discussion The contract provides support to students enrolled in the Transition Partnership Project (TPP) program. The DOR has funded this program for almost 18 years. The total number of students projected to be served each year is approximately 300. The district and DOR have combined their resources to enrich the services provided to disabled students/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.

Recommendation Approval by the Board of Education of Amendment No. 1, Standard Agreement - Subvention - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - between District and California State Department of Rehabilitation (grant period July 1, 2012 through June 20, 2015), authorizing Sheilagh Andujar or Melissa Williams, or Leslyn Henry to request reimbursement of expenses incurred as a result of said Agreement, succeeding Sharon Casanares, effective July 1, 2013.

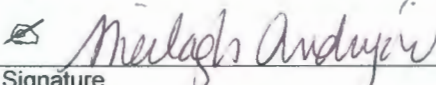

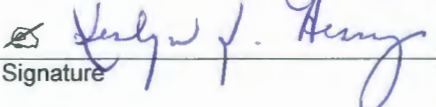

Fiscal Impact NO IMPACT on the district.


Attachments

- Signed Grant Contract Signature Authorization form to be signed by Authorized Person per Board Resolution once Board approval has been attained.
- Board Resolution form to be signed by Board Secretary once Board approval has been attained.


GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) OAKLAND UNIFIED SCHOOL DISTRICT Programs for Exceptional Children 2850 West Street, Administration Office Oakland, CA 94608
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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) Sheilagh Andujar	Title (Please Type or Print) Programs for Exceptional Children Executive Director
Signature 	Name (Please Type or Print) Melissa Williams	Title (Please Type or Print) P.E.C Secondary Program Coord.
Signature 	Name (Please Type or Print) Leslyn Henry	Title (Please Type or Print) P.E.C Lead Transition Specialist / Liaison
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

 hereby delegate authority to request reimbursement of expenses as shown above. 12/12/13

David Kakishiba
President, Board of Education

Authorized Signature per Board Resolution 	Name (Please Type or Print)	Date Signed
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Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2610
 Introduction Date: 12/11/13
 Enactment Number: 13-2495
 Enactment Date: 12/11/13
 By: o/s

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

Sheilagh Andujar, Associate Superintendent/ Executive Director; Melissa Williams, Secondary Programs Coordinator; or Leslyn Henry, Transition Partnership Project Lead Transition Specialist/Liaison

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 contracts and/or amendments except to increase the financial liability of said corporation or public agency. 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

Date of Board Meeting	Signature of Recording Secretary	Date Signed
	<input type="checkbox"/>	

Board Resolution Requirement

A board resolution is a formal decision by the governing body of a public agency, often required to authorize the purchase of goods or services.

Per SCM Volume 1, Chapter 3.05 - A board resolution is required by the State when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into the proposed contract, authorizing execution of the agreement.

DOR requires Non-Profit organizations to submit a Board Resolution. The Non-Profit organizations Board Resolution affirms that their Board is fully aware that their organization will be entering into an agreement with the DOR.

The Contractor can submit one of the following as an acceptable format:

- DOR's Board Resolution "DR 324";
- Their own form in lieu of the DR 324. The resolution language should include a specific person/position title authorized to execute the agreement and all amendments;
- Board Resolutions must be signed by the Recording Secretary (*The authorized person who is signing the Board Resolution, i.e., the Recording Secretary, cannot be the same person who is authorized to Sign the Agreement*); and
- The Contractor may submit Board Minutes from their Board of Directors or Board of Trustees meeting. The minutes must include language authorizing a specific person/position title to sign all documents required by DOR to execute the agreement and all amendments.

A new Board Resolution will be required when:

- The Board Resolution specifically names a person who is no longer a part of the organization
- If a Board Resolution includes this statement "authorization of execution of contracts and/or amendments **except to increase the financial liability** of said corporation or public agency."

Board Office Use: Legislative File Info.	
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OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To The Board of Education
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date _____
 (To be completed by Procurement)

Subject Professional Services Contract - California State Department of Rehabilitation (Contractor, City/State) - Program for Exceptional Children's Career Transition Department (site/department)

Action Requested Approval by the Governing Board of the three-year renewal Professional Services Contract between the District and California State Department of Rehabilitation. Services to be provided to Program for Exceptional Children's Career Transition Department participants for the period of 07/01/2012 through 06/30/2015.

Background
A one paragraph explanation of why an amendment is needed.
 This partnership enriches the services provided to 11th and 12th grade disabled students' / DOR clients' ability to gain meaningful employment and/or post-secondary education.
 The DOR contract's Service Budget for three-years is \$1,123,575.00. This budget presently funds 5- 100% FTEs and the program's operating expenses. The district's match funding for the three-years is \$844,578.

Discussion
One paragraph summary of the amended scope of work.
 The contract provides support to students enrolled in the Transition Partnership Project (TPP) program. The DOR has funded this program for almost 18-years. The total number of students projected to be served each year is approximately 300. The district and DOR have combined their resources to enrich the services provided to disabled students / 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.

Recommendation Approval by the Governing Board of the three-year renewal Professional Services Contract between the District and California State Department of Rehabilitation. Services to be provided to Program for Exceptional Children's Career Transition Department participants for the period of 07/01/2012 through 06/30/2015.

Fiscal Impact Funding resource name: NO IMPACT on the district. California State Department has increased the contract amount not to exceed \$0.00.

Attachments

- 4 Original Signed Standard Agreement forms, Agreement # 28504
- DOR/OUSD Joint Contract
- Signed Payee Data Record
- Signed Certification
- Signed Grant Contract Signature Authorization form to be signed by Authorized Person per Board Resolution once Board approval has been attained
- Board Resolution form to be signed by Board Secretary once Board approval has been attained

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
28504
REGISTRATION NUMBER

- 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
- The term of this Agreement is: July 1, 2012 through June 30, 2015
- The maximum amount of this Agreement is: \$1,123,575.00 Certified Expenditure \$844,575.00
- 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	7 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	19 pages
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 06/09/10) 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	6 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) 7/12/12	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2850 West Street, Administrative Office, Oakland, CA 94608		<input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

EXHIBIT A
(Standard Agreement - Subvention)
SCOPE OF WORK

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Agreements: **Transition Partnership Program**

2. AUTHORITY

Legislation:
Regulations: 34 CFR 371
Catalog of Federal Domestic Assistance Number: CFDA 84.126A

3. CONTRACT REPRESENTATIVES

The Contractor shall direct all inquiries during the term of this agreement to the **DOR Contract Administrator** listed herein:

Department of Rehabilitation Diane Gressani 1485 Enea Court, Ste 1100 Concord, CA 94523 (925) 602-3991 dgressan@dor.ca.gov	Oakland Unified School District Programs for Exceptional Children Leslyn Henry/Max Forman Secondary Education Team 2850 West Street, Administrative Offices Oakland, CA 94608 (510) 874-3722 x 2 or (510) 882-9856 Britelight2@comcast.net Max.forman@ousd.k12.ca.us
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

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

**OAKLAND UNIFIED SCHOOL DISTRICT
Transition Partnership Program**

SCOPE OF WORK

I. Introduction

This contract is designed to jointly serve the mutual clients receiving services from the Oakland Unified School District (OUSD) and the Greater East Bay District of the Department of Rehabilitation's (DOR) Vocational Rehabilitation (VR) program. Staff and resources are combined to provide vocational rehabilitation services through this Transition Partnership Program (TPP).

Oakland Unified School District staff will focus on serving students with the most severe disabilities from six comprehensive high schools, nine alternative schools, and five alternative young adult programs (Castlemont, Fremont, McClymonds, Oakland, Skyline, Technical; ARISE, Bunche, Dewey, Far West, Hillside Academy, MetWest, Rudsdale, Sojourner Truth, UNITY; Community Immersion Program I, II, III, IV, and V). Students will be referred to DOR in the spring of their sophomore or junior years with the expectation that Transition Partnership Services will be provided in the junior and/or senior years through this contractual agreement. TPP staff from the Oakland Unified School District will work closely with referring DOR Counselor(s) throughout the referral, intake, eligibility and planning processes to ensure coordinated services that will lead to a successful employment outcome.

The purpose of the Transition Partnership Program is to provide career opportunities for students with disabilities. The program provides rehabilitation services at no cost to eligible students. Services will include: Employment (employment preparation, job development, placement and follow-up, Non Supported Employment job coaching) and Work Experience Services necessary for the student/DOR client to reach his/her employment goal.

For the fiscal year 2012/2013, there shall be a total of 300 unduplicated students/DOR clients who shall receive services through this cooperative program.

As a result of the services provided through this contract, it is expected that DOR on an annual basis will:

- Open 75 new cases (Status 02)
- Develop 70 new Individual Plan for Employment (IPE)
- Close 37 cases successfully (Rehabilitated).

For the fiscal year 2013/2014, there shall be a total of 300 unduplicated students/DOR clients who shall receive services through this cooperative program.

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As a result of the services provided through this contract, it is expected that DOR on an annual basis will:

- Open 75 new cases (Status 02)
- Develop 70 new Individual Plan for Employment (IPE)
- Close 38 cases successfully (Rehabilitated).

II. Services to be Provided

1. DESCRIPTION OF SERVICES

A. Transition Partnership Program (TPP) COOP TRANSITION SERVICES

The term "TPP COOP Transition Services" means a coordinated set of activities for a student/DOR client, designed within an outcome-oriented process, that promotes movement from school to post-school activities, including post-secondary education, vocational training, integrated employment, continuing and adult education, adult services, independent living, or community participation ultimately resulting in competitive employment in an integrated environment.

The coordinated set of activities shall be based upon the individual DOR student/ DOR client needs, taking into account the student's preferences and interests, as well as, DOR IPE goals and objectives, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

The following vocational rehabilitation services are designed to be provided under the auspices of a DOR third-party cooperative agreement, and individualized to each DOR student/ DOR client needs and IPE. These services are not services that are certified by DOR or otherwise CARF accredited.

DESCRIPTION OF SERVICES

Pre-plan activity to include:

a. Transition Vocational Evaluation (TVE) -Transition Vocational Evaluation services provide an individualized, timely, and systematic process by which a student/DOR client seeking employment learns to identify strengths, barriers to employment, as well as viable vocational options and develop employment goals and objectives. TVE includes an analysis of the DOR student/DOR client's prior work experience and transferable skills. Published assessments may include career aptitude, career interest, career skills and interest inventory assessments. Actual work sites may also be used to conduct the evaluation and may include simulated work trials, the opportunity to conduct work activity with paid wages, job exploration, job shadowing, and volunteer activities. Reporting of assessments completed, findings, and recommendations will be provided to the referring DOR Counselor(s).

b. Vocational Instruction (Employment Preparation) - Classroom and/or community based instruction with a vocational rehabilitation focus. This instruction can be provided as a class, in a group or individually with curricular supports. This secondary school instruction is intended to support both pre-plan and plan activities, goals and objectives and will typically be provided until the student exits the secondary school system. Services will be in concert with the DOR IPE, once it is developed. Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors
- Relevant work practices
- Appropriate grooming and hygiene
- Assistance in becoming knowledgeable regarding the impact of employment on a DOR student/DOR client's disability and benefits,

Reporting on employment preparation activities will be provided to the referring DOR Counselor(s).

Post-Plan Activities to include:

c. Work Experience/ Community Experiences - Work experience includes short term placements both on and off campus and involves monitoring the DOR student/DOR clients performance in the work environment. Work experience may include paid/unpaid internships, paid/unpaid employment, summer work experience, work exploration and job shadowing. DOR student/DOR clients may participate in more than one work experience situation. Work experiences are expected to result in the development of any of the following: vocational direction; appropriate work attitudes, ethics, interpersonal skills, speed, accuracy, and occupational skills.

Any paid or non-paid experiential activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate DOR students/DOR clients and submit written reports to the DOR Counselor(s) on a monthly basis.

d. Job Development, Placement and Follow-up - Assist job ready DOR student/DOR clients, both in school and out-of-school, obtain employment in the community by identifying specific job openings that are appropriate for each DOR student/DOR client, assisting in placing the student/client in the job, orient the DOR student/DOR client to the job, and identify specific ongoing support and resource needs. Activities include:

- Contact employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiate job carving or other job accommodations
- Maintain an organized system of current job openings
- Assisting DOR student/DOR clients to find jobs which match their Individual Plan for Employment vocational goal
- Assisting a DOR student/DOR client 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*
- A limited amount of contact with the DOR student/DOR client and/or their employer post-placement to ensure job satisfaction.

e. Non-supported Employment Job Coaching - NSE Job Coaching includes individual client assistance and support on or off-the-job, in activities that are employment-related and needed to promote job adjustment and retention. Services depend upon individual client need. Activities include:

- Job orientation
- Job destination/transportation training
- Teaching job tasks
- Supervision at the worksite
- Coworker/supervisor consultation
- Assistance with integrating into the work environment or with changes in the work environment
- Assistance with public support agencies
- Family and residential provider consultation
- Ongoing contact with the student/client and/or employer to ensure continued job satisfaction

2. Service Outcomes/Number to be served

During fiscal year 2012/2013, it is expected that:

- There shall be 65 DOR student/DOR clients who receive **Transition Vocational Evaluation** services.
- There shall be 65 DOR student/DOR clients who receive **Pre and Post-Plan Vocational Instruction** (Employment Preparation) services.
- There shall be 30 DOR student/DOR clients who receive **Work Experience/ Community Experiences** services.
- There shall be 40 DOR student/DOR clients who receive **Job Development** services.
- There shall be 37 DOR student/DOR clients **placed** in employment consistent with the IPE goal.
- The placements shall result in 37 successful (26) DOR closures.
- There shall be 10 DOR student/DOR clients who receive **Non-supported Employment Job Coaching** services.

During fiscal year 2013/2014, it is expected that:

- There shall be 65 DOR student/DOR clients who receive **Transition Vocational Evaluation** services.
- There shall be 65 DOR student/DOR clients who receive **Pre and Post-Plan Vocational Instruction** (Employment Preparation) services.
- There shall be 30 DOR student/DOR clients who receive **Work Experience/ Community Experiences** services.
- There shall be 40 DOR student/DOR clients who receive **Job Development** services.
- There shall be 37 DOR student/DOR clients **placed** in employment consistent with the IPE goal.
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- There shall be 10 DOR student/DOR clients who receive **Non-supported Employment Job Coaching** services.

During fiscal year 2014/2015, it is expected that:

- There shall be 65 DOR student/DOR clients who receive **Transition Vocational Evaluation** services.
- There shall be 65 DOR student/DOR clients who receive **Pre and Post-Plan Vocational Instruction** (Employment Preparation) services.
- There shall be 30 DOR student/DOR clients who receive **Work** There shall be 30 DOR student/DOR clients who receive **Work Experience/ Community Experiences** services.
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- There shall be 37 DOR student/DOR clients **placed** in employment consistent with the IPE goal.
- The placements shall result in 38 successful (26) DOR closures.
- There shall be 10 DOR student/DOR clients who receive **Non-supported Employment Job Coaching** services.

III Contract Administrator/Program Coordinator

Department of Rehabilitation
Diane Gressani
Rehabilitation Specialist
1485 Enea Ct, Ste 1100
Concord, CA 94523
(925) 602-3991
(925) 689-1797 fax
dgressan@dor.ca.gov

Oakland Unified School District
Programs for Exceptional Children
Leslyn Henry/Max Forman
Secondary Education Team
2850 West Street, Administrative Offices
Oakland, CA 94608
(510) 874-3722 x 2 or (510) 882-9856
(510) 874-3725 fax
britelight2@comcast.net
max.forman@ousd.k12.ca.us

IV Linkages to Other Community Agencies

OUSD continues to operate a WorkAbility I (WAI) program for more than 30 years. TPP shares office space with WorkAbility I. This facilitates collaboration, networking, and sharing of resources that support the TPP program. WAI and TPP access the following programs to increase opportunities and avoid duplication of services:

- All OUSD programs including School-to-Career, Regional Occupational Program, Vocational Education opportunities; Magnet and Academy programs, Adult Education; and the young adult community-based vocational training program (CIP)
- OUSD Volunteer Program

- OUSD Mentor Program
- One-Stops on comprehensive high school campuses
- Regional Center of the East Bay
- EastBay Works – PIC/Oakland Career Center
- Alameda College One-Stop
- Port of Oakland -- Employment Resources Development Program
- East Bay Job Developers' Consortium
- Peralta Community College Programs and Services for Students with Disabilities (PSSD)
- East Bay Conservation Corps
- Employment Development Department (EDD)
- Job Corp
- Center for Independent Living (CIL)
- Mandella Construction Program
- East Bay Asian Youth Center
- East Oakland Youth Development Center (EOYDC)
- Goodwill Industries of the Greater East Bay/CALIDAD
- Youth Employment Partnership (YEP)
- Scotlan Center
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC)
- Marriott's Bridges Program

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 staff, TPP staff, other educational staff, community agencies, colleges, and/or the business community.

To provide opportunities for communication between OUSD TPP staff and DOR staff, every three-months there is a meeting with the DOR Contract Administrator, DOR staff, and TPP staff.

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 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 *Service Budget* and *Budget Narrative* as attached hereto and made a part of this Agreement.
2. The Contractor shall be compensated for expenses in the approved Service Budget and Budget Narrative, and shall not be entitled to payment for these expenses until reviewed and approved by the DOR Contract Administrator.
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 (DR 801B Service Invoice) with supporting documentation should be submitted no later than the 20th business day for the preceding month's expenditures. 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.
2. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved *Service Budget and Budget Narrative*. The DR 801B Invoice shall include the Agreement Number, Registration Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A).

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 OMB A-133 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 with a maximum not to exceed \$100,000 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 items salary ranges and percentage of time are projects and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line items 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.

- Adding and deleting a major category budget or detailed line item.
- 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 Department of Personnel Administration (DPA) designated rates for excluded employees. (www.dpa.ca.gov). 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 purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures.

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:

The allowable cost must:

- 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, and
- Be properly supported.

Documenting and supporting the distribution of personnel activity to the agreement is required. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. 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 award.
 - Accounting records including cost accounting records that are supported by source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circulars.

OAKLAND UNIFIED SCHOOL DISTRICT

Program Budget and Match Summary
July 1, 2012 - June 30, 2015

	FY 2012/13	FY 2013/14	FY 2014/15
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$447,509	\$447,509	\$447,509
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$374,525	\$374,525	\$374,525
TOTAL FEDERAL COSTS	\$822,034	\$822,034	\$822,034
Certified Match (If applicable)	\$281,526 25.51%	\$281,526 25.51%	\$281,526 25.51%
Total Federal Share	\$822,034 74.49%	\$822,034 74.49%	\$822,034 74.49%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$281,526	\$281,526	\$281,526

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.

This Section For DOR Use Only			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount (at 25%)	\$274,011	\$274,011	\$274,011
Cash match minimum contribution amount (at 21.3%)	\$175,093	\$175,093	\$175,093

OAKLAND UNIFIED SCHOOL DISTRICT

DOR Program Budget
July 1, 2012 - June 30, 2015

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2012/13 TOTAL</u>	<u>FY 2013/14 TOTAL</u>	<u>FY 2014/15 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	Units 2.75	2.75 \$303,537	2.75 \$303,537	2.75 \$303,537
Case Services (Individual Consumer Expenses)		143,972	143,972	143,972
	SUBTOTAL	\$447,509	\$447,509	\$447,509

Case Service Contract(s):

TOTAL DOR PROGRAM COST		\$447,509	\$447,509

STATE OF CALIFORNIA
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contract Name and Address		Contract Number		Federal ID Number		Page of				
OAKLAND UNIFIED SCHOOL DISTRICT 2850 West Street, Administrative Office Oakland, CA 94608		28504		94-6000385						
Budget Period		Budget Period		Budget Period		Budget Period				
2012/2013		2013/2014		2014/2015						
Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)				
Line	PERSONNEL Position Title & Time Base	Annual Salary	Annual Percent FTE	Annual Budgeted	Annual Salary	Annual Percent FTE	Annual Budgeted	Annual Salary	Annual Percent FTE	Annual Budgeted
1	Lead Transition Specialist 1 FTE = 30 hrs/wk 12 months	\$106,560.00	90%	\$95,904.00	\$106,560.00	90%	\$95,904.00	\$ 106,560.00	90%	\$95,904.00
2	Job Developer/Job Coach 2 FTE = 37.5 hrs/wk 12 months	\$130,563.00	100%	\$130,563.00	\$130,563.00	100%	\$130,563.00	\$ 130,563.00	100%	\$130,563.00
	Community Outreach Specialist 1 FTE = 30 hrs/wk 12 months	\$50,432.00	100%	\$50,432.00	\$50,432.00	100%	\$50,432.00	\$ 50,432.00	100%	\$50,432.00
3	Comm. Relations Assist./High School Job Developer/Job Coach 1 FTE = 37.5 hrs/wk 12 months	\$61,208.00	100%	\$61,208.00	\$61,208.00	100%	\$61,208.00	\$ 61,208.00	100%	\$61,208.00
5	TPP Administrative Assistant 1 FTE @ 37.5 hrs/wk 12 months	\$11,022.00	13%	\$1,432.86	\$11,022.00	13%	\$1,432.86	\$ 11,022.00	13%	\$1,432.86
6										
7										
8										
16										
17										
18	Subtotal			\$339,539.86			\$339,539.86			\$339,539.86
19	OPERATING EXPENSES									
20	Teacher Release Time			\$800.00			\$800.00			\$800.00
21	Instructional Supplies			\$552.00			\$552.00			\$552.00
22	Office Supplies			\$6,250.00			\$6,250.00			\$6,250.00
23	Printing			\$400.00			\$400.00			\$400.00
24	Student Transportation			\$400.00			\$400.00			\$400.00
25	Student Study Tours			\$300.00			\$300.00			\$300.00
	Postage			\$300.00			\$300.00			\$300.00
	Mileage/Travel			\$7,000.00			\$7,000.00			\$7,000.00
26	Training			\$2,000.00			\$2,000.00			\$2,000.00
27	Operating Subtotal			\$18,002.00			\$18,002.00			\$18,002.00
28	Personnel and Operating Subtotal			\$357,541.86			\$357,541.86			\$357,541.86
29	Indirect Rate Percentage			4.75%			4.75%			4.75%
30	Indirect Cost			\$16,983.24			\$16,983.24			\$16,983.24
	TOTAL (rounded to nearest dollar)			\$374,525			\$374,525			\$374,525