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File ID Number	11-2539
Introduction Date	10-18-11
Enactment Number	11-2285
Enactment Date	10-26-11 42



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *M. Santos*
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)
Subject

10-26-11

Professional Services Contract - California State Department of Rehabilitation (DOR) (contractor) - Programs for Exceptional Children's Career Transition Services Department (site/department)

Action Requested

Approval of amendment to professional services contract between Oakland Unified School District and California State Department of Rehabilitation (DOR). Services to be primarily provided to Programs for Exceptional Children's Transition Partnership Project students for the period of July 1, 2009 through June 30, 2012.

Background

A one paragraph explanation of why the consultant's services are needed.

This partnership enriches the services provided to 11th and 12th grade disabled students' /DOR clients' ability to gain meaningful employment and/or secondary education.

The DOR contract's Service Budget for three-years was \$925,548., but has increased by \$66,009 for the 2011-2012 school year to \$991, 557. This budget presently funds 4-100% FTEs and the program's operating expenses; this will increase to funding 5-100% FTEs and the program's operating expenses. The district's match funding for the three-years was \$712,560., but has increased by \$44,006 for the 2011-12 school year to \$756,566.

Discussion

One paragraph summary of the scope of work.

The Contract provides support to students enrolled in the Transition Partnership Project program. The DOR has funded this program for almost 17-years. The total number of students projected to be served this year is approximately 300. The district and DOR have combined there 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 of professional services contract between Oakland Unified School District and California State Department of Rehabilitation. Services to be primarily provided to Programs for Exceptional Children's Transition



Partnership Project students for the period of July 1, 2009 through June 30, 2012.

Fiscal Impact

Funding resource name (please spell out) NO IMPACT on the district.
Department of Rehabilitation has increased the contract amount to reimburse the district for professional services not to exceed \$ 0

Attachments

- 4 Original Signed Standard Agreement Amendment, Agreement # 27366, Amendment # 3
- DOR/OUSD Joint Contract
- **Signed Payee Data Record**
- Board Resolution form to be signed once Board approval has been attained

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 31 Pages

AGREEMENT NUMBER 27366	AMENDMENT NUMBER 3
REGISTRATION NUMBER eP 1032583.3	

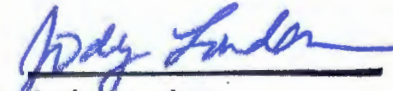
- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Rehabilitation
CONTRACTOR'S NAME
Oakland Unified School District
- The term of this Agreement is **July 1, 2009** through **June 30, 2012**
- The maximum amount of this Agreement after this amendment is: **\$925,548.00** **Certified Expenditure \$712,560.00**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:


CFDA #84,126A – State Vocational Rehabilitation Services Program

Exhibits B,D,E,F, budgets and narratives are hereby revised as attached hereto for fiscal year 2011/12.

The amount of this agreement is changed to add \$66,009.00 for FY 2011/12; the Certified Expenditure is changed to add \$44,006.00 for FY 2011/12 .

This amendment is effective July 1, 2011. This contract provides aid to the public through an intermediary or a non-profit entity that meets Revenue & Taxation Code 2211 using funds identified for this purpose.


Jody London
 President, Board of Education
10/27/11


Edgar Rakestraw, Jr., Secretary
 Board of Education
10/27/11

All other terms and conditions shall remain the same.

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) <i>9/12/11</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Casanares, Executive Director, Programs for Exceptional Children		
ADDRESS 2850 West Street, Administrative Office, Oakland, CA 94608		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Sandra J. Cook, Contracts Mgr, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

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<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 9/12/11	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Sharon Casanares, Executive Director, Programs for Exceptional Children		
<small>ADDRESS</small> 2850 West Street, Administrative Office, Oakland, CA 94608		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Department of Rehabilitation		<input type="checkbox"/> Exempt per:
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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) 9/2/11	
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Casaneres, Executive Director, Programs for Exceptional Children		
ADDRESS 2850 West Street, Administrative Office, Oakland, CA 94608		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
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Oakland Unified School District		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<i>Sharon St. Casanares</i>	9/12/11	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Sharon Casanares, Executive Director, Programs for Exceptional Children		
<small>ADDRESS</small>		
2850 West Street, Administrative Office, Oakland, CA 94608		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
Department of Rehabilitation		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<i>Sandra J. Cook</i>		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Sandra J. Cook, Contracts Mgr, Contracts and Procurement Section		
<small>ADDRESS</small>		
721 Capitol Mall, 6th Floor, Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

EXHIBIT B
(Standard Agreement-Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to 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 submitted of costs proposed.
- C. Invoice(s) 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).
- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) 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 (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

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 Department of Rehabilitation, 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.

For Federally Funded Agreements:

C. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.

D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. 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.

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

Contracts awarded by the DOR shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

5. ACCOUNTING SYSTEM REQUIREMENTS

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 for:

- 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.
- Accounting records including cost accounting records that are supported by source documentation.

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 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMBs).

6. CERTIFIED EXPENDITURE

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit F, 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 and OMB circulars. All such expenditures shall be under the administrative supervision of 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.

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 (DOR 801A) may be reduced after review by the DOR Contract Administrator. 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.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by 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.

7. PAYMENT OF EXPENDITURES

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract 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 #84.126A prepared for the OMB A-133 Single Audit.

8. INDIRECT COSTS

Indirect costs are allowable costs 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 Part, 215, 220, 230 (OMBs). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then an amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

Oakland Unified School District

Attachment 1

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$447,509
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$374,525
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$281,526
<hr/>		
TOTAL PROGRAM COST		\$1,103,560
Cooperative Agency Share (Certified Expenditure)	25.51%	\$281,526
Total DOR Share	74.49%	\$822,034
<hr/>		
TOTAL BUDGET		\$1,103,560

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Oakland Unified School District

DOR Program Budget

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

2.75

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = 110,377	2.75	\$303,537
Case Services (Individual Client Expenses)			\$143,972
 SUBTOTAL			\$447,509
 Case Service Contract/s to:			
			\$0
			\$0
			\$0
			\$0
			\$0
 TOTAL DOR PROGRAM COST			\$447,509

Original

Amendment

Revision

Contractor Name and Address: Oakland Unified School District 2850 West Street, Administrative Office Oakland, CA 94608		Contract Number: 27366	Federal ID Number: 94-6000385	Page <u>1</u> of <u>1</u>	
		Budget Period: 7/1/11-6/30/12	Effective Date: 7/1/2011	Effective Date:	
Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Lead Transition Specialist -- 12 mo. 90% of 1 FTE @ 30 hrs	\$99,362.00			\$99,362.00
3	Job Developers/Job Coach -- 12 mo. 100% of 2 FTE @ 37.5 hrs	\$127,773.00			\$127,773.00
4	Job Developer/Job Coach -- 12 mo. 50% of 1 FTE @ 37.5 hrs		\$31,515.00		\$31,515.00
5	Community Outreach Specialist -- 12 mo. 100% of 1 FTE @ 30 hrs	\$40,408.00			\$40,408.00
6	TPP Administrative Assistant -- 12 mo. 13% of 1 FTE @ 37.5 hrs	\$10,022.00			\$10,022.00
7	Community Relations Assistant -- 12 mo. 50% of 1 FTE @ 37.5 hrs		\$29,500.00		\$29,500.00
8					
9					
10					
11					
12					
13	Subtotal	\$277,565.00	\$61,015.00		\$338,580.00
14	OPERATING				
15	Teacher Release time	\$300.00			\$300.00
16	Instructional Supplies	\$1,500.00			\$1,500.00
17	Office Supplies	\$6,000.00			\$6,000.00
18	Printing	\$495.00			\$495.00
19	Software	\$294.00			\$294.00
20	Student Transportation	\$500.00			\$500.00
21	Student Study Tours	\$204.00			\$204.00
22	Postage	\$168.00			\$168.00
23	Mileage/Travel	\$5,000.00	\$2,000.28		\$7,000.28
24	Training	\$2,500.00			\$2,500.00
25	Subtotal	\$16,961.00	\$2,000.28		\$18,961.28
26	Personnel and Operating Subtotal	\$294,526.00	\$63,015		\$357,541.28
27	INDIRECT COST	4.7500%	\$13,989.99	\$2,993	\$16,983.21
TOTALS (rounded to nearest dollar)		\$308,516	\$66,009		\$374,524

Indirect costs are allowable costs, 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 Office of Management and Budget (OMB) circulars. 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 rate.

SERVICE BUDGET NARRATIVE

PERSONNEL

Former/Current Education Agency Functions

WorkAbility I Liaison (WAI L) --

The WAI L's primary responsibility is to provide support to the WorkAbility I Coordinator. The duties include:

- OUSD public and private-sector placement of special education students, 15-22 year olds
- Record keeping related to students job performance with work experience/job placements
- Attends WAI and non-TPP meetings as necessary

Transition Program Functions (New pattern of service for students/DOR clients only)

Lead Transition Specialist (LTS)

The LTS's primary responsibility is to provide support and coordination for managing the overall program within the description of the service contract. The duties include:

- Works with TSTs to provide individualized job development and job placement assistance to 11th and 12th grade students/DOR clients who are in need of ongoing support; provides direct services under direction of DOR Counselors to assure students/DOR clients receive maximum benefits
- Establish linkages with employers, as appropriate, to develop job opportunities for 12th grade students/DOR clients and prepare specific job analysis to facilitate job matching
- Establishes linkages with community agencies and employers to provide guest speaker presentations to students/DOR clients
- Assists in the development of private sector work experience placements for students/DOR clients
- Provides in-services to staff and parents regarding TPP
- Provides an informational workshop to students/DOR clients regarding post-secondary option
- Assists in training, scheduling and monitoring Transition Support Specialist (TSS) and the Community Outreach Specialist (COS)

- Assists special education staff in communication between OUSD, TPP and DOR; meets with DOR Counselors and selected staff to formalize Individual Plan for Employment (IPE)
- Assists in training, scheduling and monitoring Job Developers
- Informs DOR Counselor(s) of IEP and ITP meetings
- Maintains comprehensive student/DOR client records
- Assists students/DOR clients in accessing appropriate program additions or interventions to ensure successful employment outcomes
- Coordinates each student's/DOR client's transition activities and program with DOR staff and other community agencies
- Coordinates the "hand-over" of students/DOR clients from school program to DOR supervision
- Provides and implements services to post-graduates from TPP upon request from DOR Counselor(s)
- Reviews DOR statistical information and reconciles information with program documentation
- Assists in completing documentation required by DOR
- Maintains, completes and submits monthly certified time statements and invoices
- Reviews production and encumbrance reports
- Coordinates with the district's Budget and Accounting Departments in order to monitor the budget, billing, and tracking of the dollars spent in the contract
- Assists in preparing and submitting budget revisions and amendments
- Coordinates program monitor reviews and audits
- Attends contract partner meetings on a quarterly basis

New position created

Job Developer/Job Coach

The Job Developer/Job Coach primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Establish linkages with employers to develop job opportunities and placements appropriate for students/DOR clients
- Assists in the development of private sector work experience placements for students/DOR clients
- Implements objectives for the TPP Job Club, including providing assistance to students/DOR clients in developing job search skills and conducting job searches; keep records and logs as needed and required
- Maintains record of students/DOR clients job placement history
- Prepares specific job task analysis to facilitate job matching; assists in the transfer of job support to adult services provider, training program, job or post-secondary school and the transitioning of the students/clients from school to quality adult life and employment
- Assists the LTS in developing and implementing specific skill training plans at the work site, including fading of support as the student's/DOR client's skill level increases
- Assists students/DOR clients in accessing appropriate program additions or interventions to ensure successful employment outcomes
- Develops and maintains a centralized database to be matched with the students/DOR clients skills bank database
- Participates in community-based groups such as the Job Developers' Consortium and ACTION Committee, as assigned

- Provides assistance to students/DOR clients as necessary for job retention
- Organizes job tasks to facilitate the flow of work/production
- Provides on-the-job skill(s) training
- Demonstrates the job tasks so that students/DOR clients can learn the required skills for the job
- Provides continuous reinforcement of appropriate on-site behavior and work habit
- Monitors and evaluates the student's/DOR client's progress with job performance and work habit
- Recommends termination or extension of job coaching services, as necessary
- Provides transportation training
- Consults with the employer to provide assistance in integrating a student/DOR client in to the work environment through accommodation(s)
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffing
- Works together with the TPP team to further program goals

Instructional Assistant

- Coordinates the after school tutoring program for students in the 9th through 12th grades

Community Outreach Specialist

The Community Outreach Specialist's primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Assists special education staff in communication between OUSD, TPP, WA and DOR
- Assists special education staff, OUSD, TPP, and DOR in communication between student/DOR client and parents
- Assists and provides input to LTS and DOR Counselors in identifying needs and developing strategies for services
- Assists in maintaining comprehensive student/DOR client records
- Assists in completing DOR statistical information and program documentation
- Provides support for students/DOR clients in academic and/or career/vocational training classes
- Provides support for students/DOR clients in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Assists LTS and/or special education staff in record-keeping and monitoring students/DOR clients
- Assists with ordering instructional and office supplies and/or materials, software, postage, and/or students/DOR clients' transportation
- Assists in duplicating materials for TPP staff, students/DOR clients, families, employers, and/or community agencies
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered meetings
- Works together with the TPP team to further program goals

Senior Clerk Typist

- Clerical duties assigned of Special Education Department.
- Duties assigned as necessary

No non contract duties.

Education Agency Function:
Transition Program Function:

TPP Administrative Assistant

The Administrative Assistant's primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Assists with DOR statistical information and program documentation
- Assists in completing documentation required by DOR
- Assists with ordering instructional and office supplies and/or materials, software, postage, and/or students/DOR clients' transportation
- Works together with the TPP team to further program goals

Community Relations Assistant

The Community Relations Assistant's Primary responsibility is to implement the service offered within the description of the service contract. The duties include:

- **Develop relationships with large and small employers**
- **Develop internship programs for TPP students/DOR consumers with large employers**
- **Develop potential on-the-job training opportunities for TPP students/DOR consumers with large and small employers**
- **Develop potential summer work experience training opportunities for TPP students/DOR consumers with large and small employers**
- **Develop relationships with employer groups**
- **Develop relationships with summer youth employment training agencies**

- Prepare and submit monthly Personal Activity Reports
- Prepare and submit monthly business contacts and business meetings attended
- Prepare and submit monthly progress reports for TPP student/DOR consumer caseload
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR consumer-centered meetings
- Meet with program staff monthly to discuss TPP and contract progress
- Works together with the TPP team to further program goals

OPERATING

Teacher Release Time:

Cost of providing substitutes for hourly or daily, at \$31.77 per hour or \$111.05 per day, for TPP staff to attend Transition meetings and/or activities relating to students/DOR clients

Instructional Supplies:

For students/DOR clients' supplies, manuals, vocation-specific curricula, job specific tutorial supplies

Office Supplies:

Consumable supplies to be used during the contract period. Supplies may include; record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens, pencils **and computers.**

2 Laptop Computers

Expected Purchase Price - \$1,000

Printing:

Duplicating costs for program brochures, business cards and/or stationary

Software:

Software for TPP classroom, to assist students/DOR clients in becoming prepared to pursue private-sector employment

Student Transportation:

Cost of transportation, such as buses for use of students-DOR applicants/clients for job/career exploration, employment and/or placement activities

Student Study Tours:

Registration fees for workshops for students/DOR applicants/clients for job/career, awareness, exploration and employment activities

Postage:

To purchase US Postal stamps for mailings to students/DOR applicants/clients

Mileage/Travel:

Mileage and travel expenses for Education Agency TPP program staff for job development and other program activities. Not to exceed state rate for non-represented employees. Reimbursements will be at rates per Exhibit D.

Training:

Training fees for up to 6 Education Agency TPP program staff to attend WorkAbility I Fall and Spring meetings and trainings, contract service related trainings and/or job development trainings. Trainings must be pre-approved by DOR contract administrator.

Indirect Costs/Administrative Overhead:

Direct program costs which are reasonable and necessary for the administration, general management and support of the program as approved by 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.

Indirect costs are allowable costs 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 Part, 215, 220, 230 Office of Management and Budget (OMB) circulars. 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 rate.

OAKLAND UNIFIED SCHOOL DISTRICT
TRANSITION PARTNERSHIP PROJECT
COOPERATIVE AGENCY
CERTIFIED EXPENDITURE
BUDGET NARRATIVE

Former/Current Education Agency
Functions

Work Study Teacher

- OUSD public and private-sector placement of special education students, 15-19 year olds
- Record keeping related to students job performance with work experience/job placements

Transition Program Functions (New
pattern of service for students/DOR
clients only)

Transition Service Teacher

- Obtains appropriate documentation and evaluation information to assist DOR counselor in determining eligibility for DOR Services
- Collaborates with Special Education Teacher or English TPP Teacher in teaching the Transition Skills Class, 1 class periods/week the skill-based TPP functional curriculum to 11th and 12th grade students/DOR clients
- Evaluates and monitors student/DOR client performance and progress in the Transition Skills Class and Work Experience placement
- Coordinates with LTS and DOR Counselors to identify needs and provide services
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffings
- Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services.

Special Education English Teacher

- Provides academic instruction to special day class students
- Record keeping related to student attendance, classroom progress and performance

English TPP Teacher

- Provides pre-employment instruction to special education students through English curriculum
- Teaches Transition Skills Class, 1 class period/day with the modified skill-based TPP functional curriculum to 11th and 12th grade students-DOR applicants/clients at least 1 day/week
- Evaluates student/ DOR client performance in Transition Skills Class
- Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services
- Coordinates with TST to identify needs and/or services
- Meets with TST, LTS, Transition staff, and/or DOR Counselors to discuss student/DOR client progress, needs, and/or services

Special Education Instructor –
Community-Based Program

- Coordinates OUSD young adult special education program for student 18-22 years old
- Record keeping related to students' goals and objectives, abilities, and capabilities

CB Transition Support Coordinator--
Community-Based Program

- Provides one-to-one instruction in transition skills using individualized functional curriculum including socialization skills and experiential activities, to young-adult students/DOR clients
- Evaluates student/DOR client performance in Transition Skills Class and Work Experience placement
- Coordinates with LTS and DOR Counselors to identify needs and provide services
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffings
- Coordinates and assists in writing IEP/ITP goals and objectives for students/DOR clients as related to TPP services

Job Coach – Community-Based Program

- Assists OUSD young adults' special education for students 18-22 years old with job placement and on-the-job training job training and coaching
- Record keeping related to students job performance

CB Transition Support Specialist—(Job Developer/Job Coach) Community-Based Program

- Develops appropriate job placements for students/DOR clients, and provides job-coaching as needed
- Provides support for students/DOR clients in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Trains students/DOR clients in traveling on public transportation as needed
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered meetings
- Coordinates with LTS and DOR Counselors to identify needs and develop strategies for providing services

Instructional Assistant

- Assists and tutors OUSD special education students 16-19 year olds with academic/functional skills curriculum
- Records related information to students' IEP/ITP goals and objectives

Secondary Education Administrator

- Performs duties specific for as OUSD Administrator
- Provides support to middle and high school certificated and classified staff

Administrative Overhead

Indirect/

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education (CDE).

CB Transition Assistant

- Tutors students/DOR clients in academic and/or career/vocational training classes
- Trains students/DOR clients in using public transportation as needed
- Assists LTS and/or TST in record-keeping and monitoring students/DOR clients
- Meets with DOR Counselors and Transition staff at scheduled student/DOR client-centered staffings

TPP Administrator

- Oversees TPP program
- Works with LTS to monitor and review program goals and outcomes
- Reviews production reports
- Meets with LTS monthly
- Works together with the TPP team to further program goals
- Attends contract partners meetings when necessary

EXHIBIT D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

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

2. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change to the terms of this agreement. Such changes shall be proposed in writing to the other party. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

- C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

5. TRAVEL AND REIMBURSEMENT RATES

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

6. 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.

7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of 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 should 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.

8. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance **must** include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

B. WORKERS' COMPENSATION INSURANCE

1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

1. **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 contract. 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.
2. **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 contract. 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.

9. CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)

- 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 give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

10. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR or as required or permitted by law.
- B. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, Title 9, California Code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- C. Contractor agrees to report any security breach or incident involving DOR consumers' personal information 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 isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
2. Unauthorized access to DOR consumers' personal information. 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 or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. 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. 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 under the "Providers" tab in the "Requirements" 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/eps/servpro.htm>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

11. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).
2. 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 responsibility in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. 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 contract agreement and other applicable federal or state statutes and regulations.
5. 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 contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.

6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) 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 three (3) year period, whichever is later. 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.

(b) Annual Federal Financial Audit (For federal funds \$500,000 and above)

In addition to the general audit and review requirements, 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 the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

For DOR contract expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section

Department of Rehabilitation
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Copies of the audit report and letters shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months following the end of the Contractor's fiscal year, unless a longer period is agreed to in advance by DOR. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

12. LOSS LEADER

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

EXHIBIT E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS –SUBVENTION AGREEMENTS

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)

- A. Equal Employment Opportunity--All contracts 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 Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 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--Contracts 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:

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.

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.

Subject: Discrimination on the basis of handicap.

Statute: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR part 110

5. 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.

EXHIBIT F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. CONTRACT MANUAL

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Manual and its additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

2. CONTRACTOR'S MONITORING

The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms and the approved contracted budget.

3. DOR CONTRACT MONITORING

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

1. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
2. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
3. 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 contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
4. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
5. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
6. Ensure there are sufficient funds to pay for all services rendered as required by the contract.

7. 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 contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
8. Identify low usage levels and consider partial disencumbrance of contract funds.
9. Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
10. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
 - Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 - Verify that job duties, as provided by the contract staff, match contract 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. (Case Service Contracts only)
 - Review the CAS 170AA report. (Case Service Contracts only)

EXHIBIT F

I. CONTRACT MONITORING AND REPORTING

The Program Contract Administrator shall monitor the contract by:

- ◆ Submitting DOR 801B, CAS 270AA and listing of students/DOR clients received services during the month of invoice.
- ◆ Submitting Personnel Activity Reports or time allocation documents requested by DOR Contract Administrator including a monthly progress report for each students/DOR clients served during month of invoice
- ◆ Meeting with DOR and contract agency staff, as well as students/DOR clients, family members, caregivers, or other individuals acting as part of an individual's support system. Meeting quarterly with DOR staff assigned to this contract.
- ◆ Submitting monthly statistical reports on students/DOR clients participating in the program. These will include referrals, enrollments, participation, and completion of services. The Lead Transition Specialist is responsible for these calculations, as well as sending a copy of the monthly report to the DOR Rehabilitation Supervisor and DOR Contract Administrator.

II. Transportation of DOR clients: Transportation will be provided to students/DOR clients receiving services under this contract.

CERTIFICATE OF COVERAGEIssue Date
8/23/2011

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

510-986-6750
www.keenan.com

LICENSE # 0451271

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:

COVERED PARTY:
Oakland Unified School District
1025 Second Street
Oakland CA 94606

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 checked="" type="checkbox"/>] CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE [<input checked="" type="checkbox"/>] GOVERNMENT CODES [<input checked="" type="checkbox"/>] ERRORS & OMISSIONS []	NCR0171103	7/1/2011 7/1/2012	\$ 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 [] GARAGE LIABILITY [<input checked="" type="checkbox"/>] AUTO PHYSICAL DAMAGE	NCR0171103	7/1/2011 7/1/2012	\$ 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 [] BUILDER'S RISK	NCR0171103	7/1/2011 7/1/2012	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR0171103	7/1/2011 7/1/2012	\$ 250,000	Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	[] WC STATUTORY LIMITS [] OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [] 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 Transition Partnership Program Contract Agreement between the State of California Department of Rehabilitation and Oakland Unified School District through the coverage expiration date.

Replaces certificate issued on 8/23/2011.

Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER:

State of California
Department of Rehabilitation
Contact Section
721 Capitol Mall, 6th Floor
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.

Graham Grice


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

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR0171103	Keenan & Associates

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:

State of California
Department of Rehabilitation
Contact Section
721 Capitol Mall, 6th Floor
Sacramento CA 95814

As Respects:

As respects to the Transition Partnership Program Contract Agreement between the State of California Department of Rehabilitation and Oakland Unified School District through the coverage expiration date. Replaces certificate issued on 8/23/2011.

The State of California, its officers, agents, employees, and servants are included as an Additional Covered Party, but only with the respect to work performed for the State of California under the contract.




Authorized Representative

Issue Date: 8/23/2011

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) Oakland Unified School District SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS britelight2@comcast.net MAILING ADDRESS 2850 West Street, Administrative Offices BUSINESS ADDRESS 1025 Second Avenue CITY, STATE, ZIP CODE Oakland, CA 94608 CITY, STATE, ZIP CODE Oakland, CA 94606		
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text" value="9"/> <input type="text" value="4"/> - <input type="text" value="6"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="3"/> <input type="text" value="8"/> <input type="text" value="5"/> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	PAYEE RESIDENCY STATUS	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.	
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Sharon W. Casanares		TITLE Executive Director, Prog Except Child
	SIGNATURE 	DATE 9/12/11	TELEPHONE (510) 874-3700
6	Please return completed form to: Department/Office: Department of Rehabilitation Unit/Section: Contracts and Procurement Section Mailing Address: 721 Capitol Mall, Sixth Floor City/State/Zip: Sacramento, CA 95814 Telephone: (916) 558-5690 Fax: (916) 558-5681 E-mail Address: scooley@dor.ca.gov		

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								



OAKLAND UNIFIED
SCHOOL DISTRICT

expect *Progress*

Legislative File
File ID NO. 09-1749
Introduction Date: 6-1-09
Enactment No. 09-1140
Enactment Date: 6-10-09
By: RS

May 21, 2009

TO: Board of Education

FROM: Lisa Ryan Cole, Executive Director, Special Education

SUBJECT: Approval of California State Department of Rehabilitation's
Transition Partnership Program Contract Agreement for
2009-2012

ACTION REQUESTED

Approve Contract Agreement Number 27366 with the California State Department of Rehabilitation renewal of 3-year contract for the Transition Partnership Program (TPP) for 2009-2012. The contract was developed by the Programs for Exceptional Career Transition Services Department. It was reviewed and approved by the Director of Programs for Exceptional Children.

BACKGROUND

This Contract Agreement provides support of the students enrolled in the Transition Partnership Program. The Department of Rehabilitation has funded this project for almost fourteen years. The total number of students projected to be served for each school year is approximately 300. The District and the Department of Rehabilitation 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/clients benefit in terms of employability and independent living. Through this joint partnership, the students/clients are able to attain and maintain gainful employment, achieve greater independence and become contributing members of society.

DISCUSSION

Under this Contract Agreement the District will be eligible for \$877,182. in cost reimbursement based on certified time match amounting to \$680,316. This agreement covers July 1, 2009 through June 30, 2012.

FISCAL IMPACT

If the Contract Agreement is not approved, the District will lose the funding for four personnel and operating expenses that provide services to approximately 120 in-school special education students/clients and 180 post-high school students/clients. Special Education would still be responsible for implementing transition services to students 16 years and older.

RECOMMENDATION

Approval of Contact Agreement as requested.

ATTACHMENTS

Standard Agreement Amendment and Contract
Grant/Contract Signature Authorization
Contractor Certification Clauses
Board Resolution

LRC/llh

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

AGREEMENT NUMBER
27366
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, 2009 through June 30, 2012

3. The maximum amount of this Agreement is: \$ 877,182.00
 Certified Expenditure \$680,316.00

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 6 pages

Exhibit B – Budget Detail and Payment Provisions 3 pages
 Attachment 1, Program Budget and Narrative 25 pages

Exhibit C* – General Terms and Conditions GTC-307 Dated 03/28/07

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 5 pages

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 3 pages

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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		
Vincent Matthews State Administrator		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5-18-09	
PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Ryan Cole, Executive Director, Program For Except Child		
ADDRESS 2850 West Street, Administrative Office, Oakland, CA 94608		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Douglas J. Sale, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6 th Floor, Sacramento, CA 95814		

EXHIBIT A

COOPERATIVE CONTRACT 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, six alternative schools, and five alternative young adult programs (Castlemont, Fremont, McClymonds, Oakland, Skyline, Technical; Bunche, Dewey, Far West, Hillside Academy, MetWest, Rudsdale; Community Immersion Program I, II, III, and IV, and ON-TRAC Program). 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 counselors 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 Project 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, job coaching) and Work Experience Services necessary for the student/DOR client to reach his/her employment goal.

For the fiscal year 2009-2010, 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 (Status 26).

For the fiscal year 2010-2011, there shall be a total of 300 unduplicated students/DOR clients who shall receive services through this cooperative program.

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- Close 37 cases successfully (Status 26).

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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 37 cases successfully (Status 26).

II Services to be Provided

A. Employment Services

1 Description of Services

Employment Preparation

- Vocational Assessment and Evaluation: Determines abilities/aptitude and skills to facilitate career planning. At the request of the DOR Counselors, or at the request of Transition Service Teachers (TSTs), the Lead Transition Specialist (LTS), and with the approval of the DOR Counselors, individual students/DOR clients will complete a vocational evaluation, which may assist them in determining individual levels of aptitude, ability, and interest to pursue and develop realistic career plans. This information is helpful in developing the Individual Education Plan/Individual Transition Plan (IEP/ITP) and Individual Plan for Employment (IPE).
- Transition Planning: Develop an individual vocational/career plan. The annual IEP/ITP and IPE process is used to develop and monitor a long-term, individual vocational career plan for each student/DOR client. This is a collaborative effort involving the entire team including all school, outside agency and DOR staff; student/DOR client; and family. The process focuses on the individual's needs,

preferences, interests, and abilities.

- Parent Awareness: Keep parents informed and solicit support for their student/DOR client pursuit of a chosen career path

The DOR Counselors and LTS have developed informational materials to be used by TSTs and special education teachers to inform parents of TPP's mission, resources and training activities. Parent awareness is facilitated by the TPP brochure, which is provided to parents at the annual IEP/ITP meeting.

- Career Exploration Classes: Provide instruction about different careers, positive work habits, and job-seeking skills

Direct instruction using the skill-based TPP curriculum is provided by Transition Service Teachers through either the TPP class, through Independent Study, or on a one-to-one basis. The students/DOR clients earn grade and credit for the English TPP class, and for Independent Study when they are unable to enroll in the English TPP class. The curriculum is designed to teach job-seeking skills and provide experiences leading to employment. This curriculum facilitates students/DOR clients in making realistic choices about vocational and future career opportunities.

Apprenticeships, internships, job shadowing, Regional Occupational Program, Adult Education, subsidized and unsubsidized work experience programs, or assistance in access to higher education may be appropriate additions/interventions to ensure successful employment outcomes.

- Job Development, Placement and Follow-up Services: Provide entry into the labor market Upon the request of DOR Counselor(s), OUSD will conduct employment preparation, job development and placement activities. The LTS and DOR Counselor(s) provide job development and placement services for students/DOR clients. The Employment Assistants/Job Developers (EAs/JDs) provide individualized job development and placement to students/DOR clients based on goals stated in the Individual Plan for Employment (IPE), and conduct job club and job coaching activities. The student's/DOR client's IEP/ITP and IPE directs the placement activities. The LTS develops and implements employment plans in collaboration with the EAs/JDs and TSTs, Special Education Case Managers of the student applicant/student/DOR client, the DOR Counselors, and also Regional Center Case Managers when appropriate. Out-of-school student/DOR client may continue to receive services as appropriate.

Maintain and ensure implementation of employment plan.

The TPP staff assists in the monitoring of each student/DOR client to

ensure that the IEP/ITP and IPE is implemented. Services and support sustain the success of the employment plan.

- Non-Supported Employment Job Coaching (on-the-job-support): Provide support in learning the job. For those students/DOR clients needing individual support at their job site, job coaching assistance by one of the EAs/JDs or the Transition Assistant (TA) is provided. At the request of the DOR Counselor(s) and/or LTS, the EAs/JDs, and/or the TA will provide support to students at sites in the community. Job coaching time for the individual student/DOR client is gradually faded until the student/DOR client achieves independence at the work site. Students/DOR clients projected to require supported employment services will be referred to the Regional Center of the East Bay. In general, these students/DOR clients will receive services from Regional Center working in collaboration with the Transition Partnership Program.

2 Service Outcomes / Number to be Served

During fiscal year 2009-2010, it is expected that:

- There shall be 65 students/DOR clients who receive employment preparation services:
- 40 students/DOR clients who shall receive job development, placement, and follow-up services.
- 10 students/ DOR clients job coaching
- 40 students/DOR clients will be placed in unsubsidized, integrated and competitive employment consistent with their respective approved IPE
- 37 students/DOR clients will result in a 26 closure.

During fiscal year 2010-2011, it is expected that:

- There shall be 65 DOR students/clients who receive employment preparation services:
- 40 students/DOR clients who shall receive job development, placement, and follow-up services.
- 10 students/ DOR clients job coaching
- 40 students/DOR clients will be placed in unsubsidized, integrated and competitive employment consistent with their respective approved IPE
- 37 students/DOR clients will result in a 26 closure.

During fiscal year 2011-2012, it is expected that:

- There shall be 65 students/DOR clients who receive employment preparation services:
- 40 students/DOR clients who shall receive job development, placement, and follow-up services.

- 10 students/ DOR clients job coaching
- 40 students/DOR clients will be placed in unsubsidized, integrated and competitive employment consistent with their respective approved IPE
- 37 students/DOR clients will result in a 26 closure.

B. Work Experience

1. Description of Service

Each student/DOR client is provided an opportunity to enroll in a supervised, on-the-job training placement through Work Experience Education (WEE), usually during his/her junior and/or senior year(s). Grade and credit are usually awarded, related classroom instruction, and/or counseling is provided. WEE job placements provide opportunities for supervised exposure to the work place.

2. Service Outcomes / Number to be Served

During fiscal year 2009-2010, it is expected that;

- 25 student/DOR clients will participate in at least one work experience

During fiscal year 2010-2011, it is expected that;

- 25 student/DOR clients will participate in at least one work experience

During fiscal year 2011-2012, it is expected that;

- 25 student/DOR clients will participate in at least one work experience

II 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/Barbara Boyd
 Administrative Offices
 2850 West Street,
 Oakland, CA 94612
 (510) 879-8889
 (510) 879-8899 fax
britelight2@sbcglobal.net
barbara.boyd@ousd.k12.ca.us

IV. Linkage to Other Community Agencies

OUSD continues to operate a WorkAbility I (WAI) program for more than 20 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 (ON-TRAC and CIP)
- 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
- Mandela Construction Program
- East Bay Asian Youth Center
- East Oakland Youth Development Center
- Goodwill Industries of the Greater East Bay/CALIDAD
- Youth Employment Partnership
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC)

IV 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.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
2. It is mutually agreed that if sufficient funds are not made available to the State by the United States Government for the current year and/or any subsequent years covered under this Agreement, 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 provision of this Agreement. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the United States Government or any statute enacted by the United States Government, which may affect the provisions, terms, or funding of this contract in any manner.
3. It is mutually agreed that if the United States Government does not appropriate sufficient funds for the 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. Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. There are no oral understandings or agreements that are not incorporated in this contract.
5. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
6. Exceeding an approved line items within a budget category is allowed provided the exceeded dollar amount does not affect the scope of work and is necessary for the provision of services to DOR clients. However, a budget revision or budget amendment must be submitted if budget changes shall occur.
7. Expenditures cannot be incurred that will exceed the total budget category amount. To move funds between budget categories requires a budget revision. Changes in budget category amounts shall not result in an increase of the total contract amount. Any alterations or variations to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.
8. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.
9. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.

10. Payment of Expenditures (If applicable)

By signing this contract, Contractor certifies under penalty of perjury that the **Service Budget (DOR 801A)** does not contain line items that are, or will be, during the period covered by this contract, reimbursed/paid by another source of funding.

This is a cost reimbursement contract. State will pay the Contractor as invoiced monthly or quarterly as specified in Exhibit E, for Contractor's actual costs to provide services as identified on the **Service Budget (DOR801A)**. For each fiscal year, total funds to be paid shall not exceed the amount specified in the "Service Budget" for that fiscal year. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

State will not pay contractor for actual costs until the match has been submitted by the (County), as applicable.

11. Certified Expenditure (If applicable)

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit E, the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." All such expenditures shall be under the administrative supervision of 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."

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. State will not pay the Contractor for actual costs claimed on the DOR801B Service Invoice until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by 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.

12. Cash Match (If applicable)

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. 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 State from Contractor shall be exclusive funds of State.

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".

13. Indirect Costs (If applicable)

Indirect costs are allowable costs 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 Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then a budget revision or amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

Oakland Unified School District

Attachment 1

Program Budget Summary

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$365,379
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$292,394
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$226,772

TOTAL PROGRAM COST		\$884,545
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Cooperative Agency Share (Certified Expenditure)	25.64%	\$226,772
Total DOR Share	74.36%	\$657,773

TOTAL BUDGET		\$884,545
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Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Oakland Unified School District

Attachment 1

Program Budget Summary

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$365,379
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$292,394
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$226,772
<hr/>		
TOTAL PROGRAM COST		\$884,545
Cooperative Agency Share (Certified Expenditure)	25.64%	\$226,772
Total DOR Share	74.36%	\$657,773
<hr/>		
TOTAL BUDGET		\$884,545

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Oakland Unified School District

Attachment 1

Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$365,379
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$292,394
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$226,772
<hr/>		
TOTAL PROGRAM COST		\$884,545
Cooperative Agency Share (Certified Expenditure)	25.64%	\$226,772
Total DOR Share	74.36%	\$657,773
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TOTAL BUDGET		\$884,545

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Oakland Unified School District

DOR Program Budget

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

2.10

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = 110,377	2.10	\$231,792

Case Services

(Individual Client Expenses)

\$133,587

SUBTOTAL

\$365,379

Case Service Contract/s to:

\$0

\$0

\$0

\$0

\$0

TOTAL DOR PROGRAM COST

\$365,379

Oakland Unified School District

DOR Program Budget

Fiscal Year 2010/11

July 1, 2010 - June 30, 2011

2.10

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = 110,377	2.10	\$231,792
Case Services (Individual Client Expenses)			\$133,587

SUBTOTAL

\$365,379

Case Service Contract/s to:

_____	\$0
_____	\$0
_____	\$0
_____	\$0
_____	\$0

TOTAL DOR PROGRAM COST

\$365,379

Oakland Unified School District

DOR Program Budget

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

2.10

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = 110,377	2.10	\$231,792
Case Services (Individual Client Expenses)			\$133,587

SUBTOTAL

\$365,379

Case Service Contract/s to:

_____	\$0
_____	\$0
_____	\$0
_____	\$0
_____	\$0

TOTAL DOR PROGRAM COST

\$365,379

Original Amendment Revision

Contractor Name and Address: Oakland Unified School District 2850 West Street, Administrative Office Oakland, CA 94608		Contract Number:	Federal ID Number: 94-6000385	Page <u>1</u> of <u>1</u>	
		Budget Period: 7/1/09-6/30/10	Effective Date:	Effective Date:	
Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Lead Transition Specialist - 90% of 1 FTE @ 30 hrs. 12 mos.	\$99,362.00			\$99,362.00
3	Job Developers/Job Coach - 100% of 2 FTE @ 37.5 hrs. 12 mos.	\$127,773.00			\$127,773.00
4	Community Outreach Specialist - 100% of 1 FTE @ 30 hrs. 10 m.	\$27,600.00			\$27,600.00
5	TPP Administrative Assistant - 13% of 1 FTE @ 37.5 hrs. 12 mo.	\$7,547.00			\$7,547.00
6					
7					
8					
9					
10					
11					
12					
13	Subtotal	\$262,282.00			\$262,282.00
14	OPERATING				
15	Teacher Release time	\$300.00			\$300.00
16	Instructional Supplies	\$1,500.00			\$1,500.00
17	Office Supplies	\$2,600.00			\$2,600.00
18	Printing	\$495.00			\$495.00
19	Software	\$294.00			\$294.00
20	Student Transportation	\$500.00			\$500.00
21	Student Study Tours	\$204.00			\$204.00
22	Postage	\$168.00			\$168.00
23	Mileage/Travel	\$5,000.00			\$5,000.00
24	Training	\$2,500.00			\$2,500.00
25	Subtotal	\$13,561.00			\$13,561.00
26	Personnel and Operating Subtotal	\$275,843.00			\$275,843.00
27	INDIRECT COST	6.0000%	\$16,550.58		\$16,550.58
TOTALS (rounded to nearest dollar)		\$292,394			\$292,394

Indirect costs are allowable costs, 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 Office of Management and Budget (OMB) circulars. 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 rate.

Original

Amendment

Revision

Contractor Name and Address: Oakland Unified School District 2850 West Street, Administrative Office Oakland, CA 94608		Contract Number:	Federal ID Number: 94-6000385	Page <u>1</u> of <u>1</u>	
		Budget Period: 7/1/10-6/30/11	Effective Date:	Effective Date:	
Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL				
2	Lead Transition Specialist - 90% of 1 FTE @ 30 hrs, 12 mos.	\$99,362.00			\$99,362.00
3	Job Developers/Job Coach - 100% of 2 FTE @ 37.5 hrs, 12 mo	\$127,773.00			\$127,773.00
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Original

Amendment

Revision

Contractor Name and Address: Oakland Unified School District 2850 West Street, Administrative Office Oakland, CA 94608		Contract Number:	Federal ID Number: 94-6000385	Page <u>1</u> of <u>1</u>	
		Budget Period: 7/1/11-6/30/12	Effective Date:	Effective Date:	
Line No.	Position Title & FTE	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
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SERVICE BUDGET NARRATIVE

PERSONNEL

Former/Current Education Agency Functions

WorkAbility I Liaison (WAIL) --

The WAIL's primary responsibility is to provide support to the WorkAbility I Coordinator. The duties include:

- OUSD public and private-sector placement of special education students, 15-22 year olds
- Record keeping related to students job performance with work experience/job placements
- Attends WAI and non-TPP meetings as necessary

Transition Program Functions (New pattern of service for students/DOR clients only)

Lead Transition Specialist (LTS) – **12 months**

The LTS's primary responsibility is to provide support and coordination for managing the overall program within the description of the service contract. The duties include:

- Works with TSTs to provide individualized job development and job placement assistance to 11th and 12th grade students/DOR clients who are in need of ongoing support; provides direct services under direction of DOR Counselors to assure students/DOR clients receive maximum benefits
- Establish linkages with employers, as appropriate, to develop job opportunities for 12th grade students/DOR clients and prepare specific job analysis to facilitate job matching
- Establishes linkages with community agencies and employers to provide guest speaker presentations to students/DOR clients
- Assists in the development of private sector work experience placements for students/DOR clients
- Provides in-services to staff and parents regarding TPP
- Provides an informational workshop to students/DOR clients regarding post-secondary option
- Assists in training, scheduling and monitoring Transition Support Specialist (TSS) and the Community Outreach Specialist (COS)

- Assists special education staff in communication between OUSD, TPP and DOR; meets with DOR Counselors and selected staff to formalize Individual Plan for Employment (IPE)
- Assists in training, scheduling and monitoring Job Developers
- Informs DOR Counselor(s) of IEP and ITP meetings
- Maintains comprehensive student/DOR client records
- Assists students/DOR clients in accessing appropriate program additions or interventions to ensure successful employment outcomes
- Coordinates each student's/DOR client's transition activities and program with DOR staff and other community agencies
- Coordinates the "hand-over" of students/DOR clients from school program to DOR supervision
- Provides and implements services to post-graduates from TPP upon request from DOR Counselor(s)
- Reviews DOR statistical information and reconciles information with program documentation
- Assists in completing documentation required by DOR
- Maintains, completes and submits monthly certified time statements and invoices
- Reviews production and encumbrance reports
- Coordinates with the district's Budget and Accounting Departments in order to monitor the budget, billing, and tracking of the dollars spent in the contract
- Assists in preparing and submitting budget revisions and amendments
- Coordinates program monitor reviews and audits
- Attends contract partner meetings on a quarterly basis

New position created

Job Developer/Job Coach – 12 months

The Job Developer/Job Coach primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Establish linkages with employers to develop job opportunities and placements appropriate for students/DOR clients
- Assists in the development of private sector work experience placements for students/DOR clients
- Implements objectives for the TPP Job Club, including providing assistance to students/DOR clients in developing job search skills and conducting job searches; keep records and logs as needed and required
- Maintains record of students/DOR clients job placement history
- Prepares specific job task analysis to facilitate job matching; assists in the transfer of job support to adult services provider, training program, job or post-secondary school and the transitioning of the students/clients from school to quality adult life and employment
- Assists the LTS in developing and implementing specific skill training plans at the work site, including fading of support as the student's/DOR client's skill level increases
- Assists students/DOR clients in accessing appropriate program additions or interventions to ensure successful employment outcomes
- Develops and maintains a centralized database to be matched with the students/DOR clients skills bank database
- Participates in community-based groups such as the Job Developers' Consortium and ACTION Committee, as assigned

- Provides assistance to students/DOR clients as necessary for job retention
- Organizes job tasks to facilitate the flow of work/production
- Provides on-the-job skill(s) training
- Demonstrates the job tasks so that students/DOR clients can learn the required skills for the job
- Provides continuous reinforcement of appropriate on-site behavior and work habit
- Monitors and evaluates the student's/DOR client's progress with job performance and work habit
- Recommends termination or extension of job coaching services, as necessary
- Provides transportation training
- Consults with the employer to provide assistance in integrating a student/DOR client in to the work environment through accommodation(s)
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered staffing
- Works together with the TPP team to further program goals

Instructional Assistant

- Coordinates the after school tutoring program for students in the 9th through 12th grades

Community Outreach Specialist – 10 months

The Community Outreach Specialist's primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Assists special education staff in communication between OUSD, TPP, WA and DOR
- Assists special education staff, OUSD, TPP, and DOR in communication between student/DOR client and parents
- Assists and provides input to LTS and DOR Counselors in identifying needs and developing strategies for services
- Assists in maintaining comprehensive student/DOR client records
- Assists in completing DOR statistical information and program documentation
- Provides support for students/DOR clients in academic and/or career/vocational training classes
- Provides support for students/DOR clients in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Assists LTS and/or special education staff in record-keeping and monitoring students/DOR clients
- Assists with ordering instructional and office supplies and/or materials, software, postage, and/or students/DOR clients' transportation
- Assists in duplicating materials for TPP staff, students/DOR clients, families, employers, and/or community agencies
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client-centered meetings
- Works together with the TPP team to further program goals

Senior Clerk Typist

- Clerical duties assigned of Special Education Department.
- Duties assigned as necessary

Education Agency Function:
Transition Program Function:

TPP Administrative Assistant – **12 months**

The Administrative Assistant's primary responsibility is to implement the services offered within the description of the service contract. The duties include:

- Assists with DOR statistical information and program documentation
- Assists in completing documentation required by DOR
- Assists with ordering instructional and office supplies and/or materials, software, postage, and/or students/DOR clients' transportation
- Works together with the TPP team to further program goals

OPERATING

Teacher Release Time:

Cost of providing substitutes for hourly or daily, at \$31.77 per hour or \$111.05 per day, for TPP staff to attend Transition meetings and/or activities relating to students/DOR clients

Instructional Supplies:

For students/DOR clients' supplies, manuals, vocation-specific curricula, job specific tutorial supplies

Office Supplies:

Consumable supplies to be used during the contract period. Supplies may include; record-keeping materials, labels, folders, binders, notepads, calendars, paper, markers, pens and pencils

Printing:

Duplicating costs for program brochures, business cards and/or stationary

Software:

Software for TPP classroom, to assist students/DOR clients in becoming prepared to pursue private-sector employment

Student Transportation:

Cost of transportation, such as buses for use of students-DOR applicants/clients for job/career exploration, employment and/or placement activities

Student Study Tours:

Registration fees for workshops for students/DOR applicants/clients for job/career, awareness, exploration and employment activities

Postage:

To purchase US Postal stamps for mailings to students/DOR applicants/clients

Mileage/Travel:

Mileage and travel expenses for Education Agency TPP program staff for job development and other program activities. Not to exceed state rate for non-represented employees. Reimbursements will be at rates per Exhibit D (3).

Training:

Training fees for up to 6 Education Agency TPP program staff to attend WorkAbility I Fall and Spring meetings and trainings, contract service related trainings and/or job development trainings. Trainings must be pre-approved by DOR contract administrator.

Indirect Costs/Administrative Overhead:

Direct program costs which are reasonable and necessary for the administration, general management and support of the program as approved by 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

Fiscal Year 2009/10

July 1, 2009 - June 30, 2010

<p>Contractor Name and Address</p> <p>Oakland Unified School District 2850 West Street, Room 131 Oakland, CA 94608</p>

Cooperative agency agrees that 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.

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
PERSONNEL/POSITIONS				
Transition Service Teachers -- 10 mo.	9@30 hrs/wk	\$ 515,789.00	15%	\$ 77,368.35
English TPP Teachers -- 10 mo.	4@30 hrs/wk	\$ 395,195.00	15%	\$ 59,279.25
CB Transition Support Coordinator -- 11 mo.	1@30 hrs/wk	\$ 92,035.00	60%	\$ 55,221.00
CB Transition Support Specialist -- 12 mo.	1@37.5 hrs/wk	\$ 65,282.00	20%	\$ 13,056.40
CB Transition Support Specialist -- 12 mo.	1@37.5 hrs/wk	\$ 35,105.00	15%	\$ 5,265.75
CB Transition Assistant -- 10 mo.	1@30 hrs/wk	\$ 24,970.00	15%	\$ 3,745.50

			Subtotal	213,936
Indirect Cost/Administrative Overhead:	<input style="width: 80px;" type="text" value="6.000%"/>			12,836
	TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):			226,772

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2010/11
July 1, 2010 - June 30, 2011

Contractor Name and Address

Oakland Unified School District
2850 West Street, Room 131
Oakland, CA 94608

Cooperative agency agrees that 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

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
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			Subtotal	213,936
Indirect Cost/Administrative Overhead:		6.000%		
				12,836
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):				226,772

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

Contractor Name and Address	Cooperative agency agrees that 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
Oakland Unified School District 2850 West Street, Administrative Office Oakland, CA 94608	

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Indirect Cost/Administrative Overhead:	<input type="text" value="6.000%"/>	213,936
		12,836
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):		226,772

OAKLAND UNIFIED SCHOOL DISTRICT
TRANSITION PARTNERSHIP PROJECT
COOPERATIVE AGENCY
CERTIFIED EXPENDITURE
BUDGET NARRATIVE

Former/Current Education Agency
Functions

Work Study Teacher

- OUSD public and private-sector placement of special education students, 15-19 year olds
- Record keeping related to students job performance with work experience/job placements

Transition Program Functions (New pattern
of service for students/DOR clients only)

Transition Service Teacher

- Obtains appropriate documentation and evaluation information to assist DOR counselor in determining eligibility for DOR Services
- Collaborates with Special Education Teacher or English TPP Teacher in teaching the Transition Skills Class, 1 class periods/week the skill-based TPP functional curriculum to 11th and 12th grade student/DOR client
- Evaluates and monitors student/DOR client performance and progress in the Transition Skills Class and Work Experience placement
- Coordinates with LTS and DOR Counselors to identify needs and provide services
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client -centered staffings
- Coordinates and assists in writing IEP/ITP goals and objectives for student/DOR client as related to TPP services.

Special Education English Teacher

- Provides academic instruction to special day class students
- Record keeping related to student attendance, classroom progress and performance

English TPP Teacher

- Provides pre-employment instruction to special education students through English curriculum
- Teaches Transition Skills Class, 1 class period/day with the modified skill-based TPP functional curriculum to 11th and 12th grade students-student/DOR clients at least 1 day/week
- Evaluates student/DOR client performance in Transition Skills Class
- Coordinates and assists in writing IEP/ITP goals and objectives for student/DOR clients as related to TPP services
- Coordinates with TST to identify needs and/or services
- Meets with TST, LTS, Transition staff, and/or DOR Counselors to discuss student/DOR client progress, needs, and/or services

Special Education Instructor –
Community-Based Program

- Coordinates OUSD young adult special education program for student 18-22 years old
- Record keeping related to students' goals and objectives, abilities, and capabilities

CB Transition Support Coordinator--
Community-Based Program

- Provides one-to-one instruction in transition skills using individualized functional curriculum including socialization skills and experiential activities, to young-adult student/DOR client
- Evaluates student/DOR client performance in Transition Skills Class and Work Experience placement
- Coordinates with LTS and DOR Counselors to identify needs and provide services
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client -centered staffings
- Coordinates and assists in writing IEP/ITP goals and objectives for student/DOR client as related to TPP services

Job Coach – Community-Based Program

- Assists OUSD young adults' special education for students 18-22 years old with job placement and on-the-job training job training and coaching
- Record keeping related to students job performance

CB Transition Support Specialist—(Job Developer/Job Coach) Community-Based Program

- Develops appropriate job placements for students/DOR clients, and provides job coaching as needed
- Provides support for student/DOR client in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Trains student/DOR client in traveling on public transportation as needed
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client -centered meetings
- Coordinates with LTS and DOR Counselors to identify needs and develop strategies for providing services

Job Developer

- Assists OUSD special education students age 16-22 years old with job placement and on-the-job training and coaching
- Record keeping related to students job performance

CB Transition Support Specialist—(Job Developer/Job Coach)

- Develops appropriate job placements for student/DOR client, and provides job coaching supports as needed
- Provides support for student/DOR client in job-related activities, such as job shadowing, and exploring career requirements for specific jobs
- Trains student/DOR client in traveling on public transportation as needed
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client -centered meetings
- Coordinates with LTS and DOR Counselors to identify needs and develop strategies for providing services

Instructional Assistant

- Assists and tutors OUSD special education students 16-19 year olds with academic/functional skills curriculum
- Records related information to students' IEP/ITP goals and objectives

CB Transition Assistant

- Tutors student/DOR client in academic and/or career/vocational training classes
- Trains student/DOR client in using public transportation
- Assists LTS and/or TST in record-keeping and monitoring student/DOR client
- Meets with DOR Counselors and Transition staff at regularly-scheduled student/DOR client -centered staffings

Indirect/Administrative Overhead

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education (CDE).

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **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.

2. **Contract Manual**

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for Case Services and/or Cooperative Program contracts (DOR Contract Manual) for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Contractors are expected to refer to and comply with the DOR Contract Manual. This manual is referenced in the contract and, as such, is a contract document. Match requirements are applicable to Cooperative Programs only.

3. **Settlement of Disputes**

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention the local Department of Rehabilitation District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction in the State of California.

4. **Rehabilitation Act**

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services.

Client eligibility and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative,

supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

5. Travel

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at "actual costs" and subject to the Department of Personnel Administration designated rates not to exceed those amounts paid to the State's excluded employees. No expense for travel outside of the State of California shall be reimbursed.

6. Personnel Standards

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

7. Confidentiality

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

Contractor agrees to report any security breach or incident involving DOR consumers' personal information 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 isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

- 1) Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
- 2) Unauthorized access to DOR consumers' personal information. 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 or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. 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. 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 under the "Providers" tab in the "Requirements" 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/eps/servpro.htm>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. Accounting and Records Retention

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 and the Contract and Contract Manual. The Contractor's financial management system shall provide for:

- 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, allocability, and allowability of 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.

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.

Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and 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 three (3) year period, whichever is later.

9. Audits Requirements

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to

* review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation.

Non-federal entities receiving financial assistance of \$500,000 or more in Federal funds from all sources, either directly from a Federal awarding agency or indirectly from a pass-through entity, are required to have a single or program-specific audit conducted in accordance with Office of Management and Budget (OMB) A-133, **Audits of States, Local Governments, and Non-Profit Organizations**. Non-federal entities that spend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in OMB A-133. Entities required to have an audit under OMB A-133 must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards developed by the Comptroller General, and the OMB Compliance Supplement. Audit reports and any resulting management letters must be submitted within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period. The reports required by OMB A-133 must be submitted to:

Department of Rehabilitation
Audit Services
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Contractor must include in the contract with its independent auditor that the State Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives have the right to inspect and review the independent auditor's workpapers regardless of the type of financial audit performed (financial statement, OMB A-133) upon notice by the Contractor, or upon notice by appropriate State and Federal representatives.

10. **Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract**

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

The allowable cost must be: 1) generally recognized and necessary for the operation of the Contractor's organization, 2) be reasonable for the performance of the contract, including acceptable sound business practices that are subject to the terms and conditions of the contract agreement and approved DOR budgeted line items and 3) not be used for general expenses required to carry out other responsibilities of the Contractor.

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, **except where the contract is more restrictive.**

The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following:

- 34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 34 CFR 361 – The State Vocational Rehabilitation Services Program
- OMB A-21 – Cost Principles for Educational Institutions
- OMB A-87 – Cost Principles for State, Local, and Indian Tribal Governments
- OMB A-122 - Cost Principles for Non-Profit Organizations
- OMB A-133 – Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>

11. Pattern of Service (Cooperative Agreements Only)

As required by Federal regulations (34 CFR 361.28), the services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

12. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing this contract, agrees to comply with applicable federal suspension and debarment regulations. The contractor certifies that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

13. Procurement Rules

Unless otherwise stipulated in writing by DOR, prior written authorization from the DOR Contract Administrator will be required before the Contractor will be reimbursed for any purchase/service order of \$2,500 or more for any articles, supplies, or services. The Contractor is required to provide all particulars necessary for evaluation of the "necessity or desirability " of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provide for the absence of bidding. (See SCM 3.17.2 D)

EXHIBIT E – Additional Provisions

I. CONTRACT MONITORING AND REPORTING

The Program Contract Administrator shall monitor the contract by:

- ◆ Submitting DOR 801B, CAS 270AA and listing of students/DOR clients received services during the month of invoice.
- ◆ Submitting Personnel Activity Reports or time allocation documents requested by DOR Contract Administrator including a monthly progress report for each students/DOR clients served during month of invoice
- ◆ Meeting with DOR and contract agency staff, as well as students/DOR clients, family members, caregivers, or other individuals acting as part of an individual's support system. Meeting quarterly with DOR staff assigned to this contract.
- ◆ Submitting monthly statistical reports on students/DOR clients participating in the program. These will include referrals, enrollments, participation, and completion of services. The Lead Transition Specialist is responsible for these calculations, as well as sending a copy of the monthly report to the DOR Rehabilitation Supervisor and DOR Contract Administrator.

II. Transportation of DOR clients: Transportation will be provided to students/DOR clients receiving services under this contract.

EXHIBIT E ADDITIONAL PROVISIONS

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

- Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided.
- 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 contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
- Ensure there are sufficient funds to pay for all services rendered as required by the contract.
- 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 contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
- Identify low usage levels and consider partial disencumbrance of contract funds.
- Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
- Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
 1. Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
 2. Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that the contract staffs provide services only to authorized DOR clients. (Case Service Contracts only)
- Review the CAS 170AA report. (Case Service Contracts only)

EXHIBIT E
ADDITIONAL PROVISIONS

Insurance Requirements

Contractor shall furnish to the State evidence of insurance issued by an insurance company acceptable to Department of General Services, Office of Insurance and Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS.

The Certificate of Insurance must include:

- A. Commercial General Liability, 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.
- B. Automobile Liability must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract for a minimum of \$1,000,000 combined single limit.

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.

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.


In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

- C. Additional Provisions below must be listed on the insurance certificate prior to award of the contract or the contract will not be awarded.
 - 1) The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
 - 2) The State of California, its officers, agents, employees, and servants as additional insured, but only with respect to work performed for the State of California under this agreement.

CCC-307

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> 94-6000385
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Lisa Ryan Cole / Executive Director, PEC		
<i>Date Executed</i>	<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 8103) (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.

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

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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))

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
 DR 325 (Rev. 12/98) Computer Generated

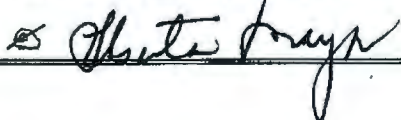
DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 2000 Evergreen Street Sacramento, California 95815-3832	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) OAKLAND UNIFIED SCHOOL DISTRICT Programs for Exceptional Children 2850 West Street, Administrative 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)	Title (Please Type or Print)
	Lisa Ryan Cole	Executive Director, PEC
		
		
		
		
		

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

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
	Dr. Roberta Mayor	5-21-09

Original
 Amendment # _____

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, 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:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement
Lisa Ryan Cole <i>Lisa Ryan Cole</i>	PEC Executive Director

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

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

1025 Second Avenue, Oakland, CA 94606

Date of Board Meeting	Signature of Recording Secretary	Date Signed
	<i>[Signature]</i>	

BOARD RESOLUTION

DR 324 (Rev 8-2009)

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

Title/Position of Person Authorized to Sign Agreement

Sharon W. Casanares, Executive Director, Programs for Exceptional Children

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

1025 Second Avenue, Oakland, CA 94606

Date of Board Meeting	Signature of Recording Secretary	Date Signed
	