File ID Number	14-0195
Introduction Date	3-12-14
Enactment Number	14-0417
Enactment Date	3-12-144
Ву	



Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

To:

Board of Education

From:

Gary Yee, Acting Superintendent

Subject:

District Submitting Grant Agreement

ACTION REQUESTED:

Approval and support by the Board of Education of District applicant submitting grant proposal for OUSD schools for fiscal years 2013-2016 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant proposal for OUSD schools for the 2013-16 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File LD #	Backup Document Included	Туре	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	x	Grant	Oakand Unified School District for Castlemont HS, Children's Learning Cntr, Community Immersion Prog., Dewey HS, Fremont HS, Life Academy, McClymonds HS, Met West, Oakland HS, Oakland TECH, Skyline, Rudsdale/Sojourner Truth, Coliseum College Prep, Bret Harte, Edna Brewer, Frick, Montera, Roosevelt, Westlake, West Oakland MS & UFSA.	benefits counseling, parent education and advocacy training, career and work-based learning experiences to improve the	12/1/2013 thru 9/30/2016	Department of Rehabilitation	\$676,083.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

· Grants valued at:

\$676,083.00

RECOMMENDATION:

Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal years 2013-2016 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

<u>ATTACHMENTS:</u> Contract Information Sheet, CaPromise Grant-Standard Agreement-Exhibit A (Scope of Work, Services Provided and Service Goals), Service Budget Narrative, COOP/Case Services Agreements-Exhibit G, & Program Budget.

STATE OF CALIFORNIA BOARD RESOLUTION DR 324 (Rev 9/2011)

FULL Name of Corporation or Public Agency

Oakland Unified School District (Programs for Exceptional Children)

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

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

Name/Position of Person Authorized to Sign Agreement

Dr. Gary Yee, Superintendent

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the agreement 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 abovenamed corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

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

Address Where Board Meeting Held				
1050 2nd Avenue,	Oakland, CA 94607			
Date of Board Meeting	Signature of Recording Secretary	Date Signed		
3-12-14	8 7 J. 14	3-13-14		

ST	TE OF CALIFORNIA ANDARD AGREEMENT 213 (Rev 06/03)	File ID Number: 14-0 Introduction Date: 3-12 Enactment Number: 14 Enactment Date: 3-12 Bv:	-0417	AGREEMENT NUMBER 29133 REGISTRATION NUMBER
1.	This Agreement is entered	into between the State Agency a	and the Cont	ractor named below:
	STATE AGENCY'S NAME	tation		
	Department of Rehabili	lation		
	Oakland Unified Schoo	l District		
2	The term of this			
۷.	Agreement is:	December 1, 2013 thro	ugh S	eptember 30, 2016
3.	The maximum amount of this Agreement is:	\$676,083.00		
4.	The parties agree to comp part of the Agreement.	ly with the terms and conditions o	f the followin	g exhibits which are by this reference made a
	CFDA # 84.418P - CaPF	ROMISE		
	Exhibit A			1 page(s)
	Exhibit A.1 - Contracto	or's Program Scope of Work		4 page(s)
	Exhibit B - Budget Detail	and Payment Provisions		5 page(s)
	Exhibit B.1 - Contracto	or's Program Budget and Narrative	е	7 page(s)
	Exhibit C* - General Te	rms and Conditions	GTC 6	10 (Dated 06/09/10)
	Exhibit D - Special Term	s and Conditions (Attached heret	as part of t	his agreement) 10 page(s)
	Exhibit E - Additional Pro	ovisions - Federally Funded Agree	ements	3 page(s)
	Exhibit F - Additional Pro	ovision		2 page(s)
	Exhibit G - Additional Pro	ovisions - Contract Monitoring & T	ransportatio	n 1 page(s)
The	ese documents can be viewed at v	hereby incorporated by reference and ma www.ols.dgs.ca.gov/Standard+Language		
IN	WITNESS WHEREOF, this A	greement has been executed by the	e parties her	
		CONTRACTOR		California Department of General Services Use Only
	NTRACTOR'S NAME (if other than an akland Unified School Dis	individual, state whether a corporation, partners	hip, etc.)	
PR	NTED NAME AND TITLE OF PERSON	/ 3-13-19	ATE SIGNED(Do	not type)
	DRESS			
	350 West Street, Oakla	•		
Bi		uite 450, Oakland, CA 94612		
		STATE OF CALIFORNIA	3	
	ENCY NAME			
	epartment of Rehabilitation			
BY (Authorized Signature) DATE SIGNED(Do not type)			not type)	
S .		N. O. CANING		
	INTED NAME AND TITLE OF PERSON			Exempt per:
Si	mone Dumas, Chief, Cor	ntracts and Procurement Section	on	

721 Capitol Mall, 6th Floor, Sacramento, CA 95814

GRANT/CONTRACT SIGNATURE AUTHORIZATION

DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR:

STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814 SUBGRANTEE/CONTRACTEE:

(Legal Corporation/Public Agency Name & Address)

Oakland Unified School District

Programs for Exceptional Children Dept.

2850 West Street Oakland, CA 94608

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)
& Thellag (Judy	Sheilagh Andujar	Associate Superintendent
Signature	Name (Please Type or Print)	Title (Please Type or Print)
& Thag	Cristina Magpantay	Financial Manager
Signature	Name (Please Type or Print)	Title (Please Type or Print)
Thund alake	Petrina Alexander	Promise Grant, Program Mngr. TSA
Signature	Name (Please Type or Print)	Title (Please Type or Print)
Ø		

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

Authorized Signature per Board Resolution

Name (Please Type or Print)

Date Signed

S

hary yee, Ed.D

OUSD Grants Management Face Sheet

Title of Grant: WorkAbility 1	Funding Cycle Dates: Dec. 1, 2013- September 30, 2016	
Grant's Fiscal Agent: (contact's name, address, phone number, email) Sheilagh Andujar, Associate Superintendent Programs for Exceptional Children 2850 West Street Oakland, CA 94608 (510) 874-3700 sheilagh.andujar@ousd.k12.ca.us	Grant Amount for Full Funding Cycle: \$676,083	
Funding Agency: State of California Department of Rehabilitation (DOR)	Grant Focus: SSI Benefits Counseling & Pre-Employment Training	

List all School(s) or Department(s) to be Served:

High Schools: Castlemont HS, Children's Learning Center, Dewey HS, Fremont HS, Life Academy, McClymonds HS, Oakland HS, Oakland TECH, Skyline HS, Rudsdale/Sojourner Truth, Coliseum College Prep Academy (CCPA)

Middle Schools: Bret Harte, Edna Brewer, Frick, Montera, Roosevelt, Westlake, United for Success, West Oakland MS, CCPA

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant provides resources and personnel support to provide services to child recipients of Supplemental Security Income (SSI) and their families to overcome major barriers to employment via career counseling, self-advocacy training, and access to employment and educational opportunities to increase self-sufficiency and decreased reliance on public benefits.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.57% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	This program is a federal funded study to determine the effectiveness of employment skill development, transition planning, self-advocacy and SSI benefits counseling in improving the post-high school outcomes and career trajectory of students who are SSI recipients. The students participating in this study will receive individualized counseling and support related to their high school course of study, monitoring of academic achievement, and development of post-high school education and career goals.
Does the grant require any resources from the school(s) or district? If so, describe.	Office/classroom space for staff, access to student records (AERIES/DA), teacher assistance and collaboration to connect with students & parents, and to assist students in completing job-readiness activities and assignments.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	NO
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	Yes, students may be taken out of school to participate in job shadowing, volunteer/service learning or internship activities, college and community agency visits, job readiness workshops, and off-campus employment training.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Petrina Alexander Programs for Exceptional Children 2850 West Street Oakland, CA 94608 (510)874-3724 (510)874-3725 fax petrina.alexander@ousd.k12.ca.us

Signatures:		
Name/s	Signature/s	Date
Sheilagh Andujar	Sherlach (y	Indujar 1/2
oval Signatures:	1)
Name/s	Signature/s	Date
Vernon Hal	Hal	1/30/14
Gary Yee	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Misliu
	Sheilagh Andujar oval Signatures: Name/s Vernon Hal	Sheilagh Andujar Sheilagh Andujar Sheilagh (4) Sval Signatures: Name/s Vernon Hal

CONTRACT INFORMATION SHEET

Contract Agency Name:	Oakland Unified School Distr	ict Programs for Exceptional Children Depar
Federal ID Number:	94-6000385	
	Program Inform	ation:
Program Contact Person:		the of Administratory
Dua susua Adduaga. Drago		tract Administrator)
Program Address: Progr	rams for Exceptional Children (To be put on Standard Ag	
City: Oakland		Zip: <u>94608</u>
Billing Address: 1000	Broadway, Suite 450	
City: Oakland		Zip: 94612
Contact Phone number:	(510)874-3724	FAX Number: (510)879-3725
Contact E-mail: petrina	a.alexander@ousd.k12.ca.us	
Person Authorized to sign	Contract: Dr. Gary Yee, Supe	
		(Name and Title)
Depa	rtment of Rehabilitation	(DOR) Information:
DOR Office:		
DOR Contract Administrat	or: Sylvia Hoggatt	
Phone number: 916 55	58-5406	FAX Number: 916 5585402
Contract Admin. E-mail:	sylvia.hoggatt@dor.ca.gov	
	Transportation Info	ormation:
Will the Contractor staff tra	ansport DOR Applicants/Clients	s?
If yes, will the contractor tran-		
•	7 clients in the same vehicle at a t clients in the same vehicle at a time	
16 or	more clients in the same vehicle a	t a time?
	surance naming Department of Reha ore General Services will approve the	abilitation as additionally insured must be submitted
	Contract Terr	ms:
THIS IS A:		
	(1) year contract three (3) year contract	
LI NEW	tillee (5) year contract	
	Contract Appro	ovals:
The following persons have	ve reviewed and approved the	attached contract draft:
Partner Agency Program	Contract Administrator	
DOR District Administrato	r	

Capromise Project

EXHIBIT A (Standard Agreement – Subvention Cooperative)

SCOPE OF WORK

I. Introduction

Overview

Promoting the Readiness of Minors in Supplemental Security Income (PROMISE) is a joint initiative of the U.S. Department of Education (ED), the U.S. Social Security Administration (SSA), the U.S. Department of Health and Human Services (DHHS), and the U.S. Department of Labor (DOL) to promote positive outcomes for children who receive Supplemental Security Income (SSI) and their families.

The purpose of PROMISE is to improve the provision and coordination of services and supports for child SSI recipients and their families in order to achieve improved outcomes, such as completing postsecondary education and job training to obtain competitive employment in an integrated setting that may result in long-term reductions in the child recipient's reliance on SSI.

This agreement will allow the California Department of Rehabilitation (DOR) as the CaPROMISE Grant Administrator and the **Oakland Unified School District (OUSD)** to work collaboratively to promote positive outcomes for children who receive SSI as outlined in the DOR's PROMISE Grant proposal. Under this agreement **OUSD staff** hired specifically for this project will recruit, enroll, and serve children ages 14 to 16 who are SSI recipients and residing within the boundaries of the Oakland Unified School District.

Outreach and Recruitment

Within two years of the initiation of the project the Contractor shall:

- Plan for and conduct outreach and recruitment activities (such activities may include mailings, phone calls, informational meetings at State or local agencies or schools, home visits, and other efforts targeted to this population);
- 2. Obtain consent for the participation of a minimum of 2,000 child SSI recipients;
- 3. Initiate services to participants in the treatment group who must be between the ages of 14 and 16 at the time that project services are initiated; and
- 4. As part of the plan for outreach and recruitment, prepare and provide potential participants with a recruitment packet that includes:
 - a. A description of the full scope of the project and the goals and objectives of the project with respect to participant outcomes and evaluation activities, including the use of random assignment to determine who will receive project interventions, and an explanation of what will be expected of the control group members (e.g., participation in surveys at 18 months, and potentially 60 months after random assignment);

Community Schools, Thriving Students

- A project enrollment form developed by the national evaluator that includes sufficient demographic and other information to classify the participants into subgroups for further analysis; and
- c. A written consent form authorizing the child participate in the project for the parent and, if applicable, the child, that will be developed jointly by the project and the national evaluator. As part of the consent, the project requirements must be fully explained to the parent and, if appropriate, to the child. If appropriate, a child who has reached the age of majority under State law must sign the consent form. The consent form must obtain from the parent or child, if appropriate, written consent to participate in the program and to permit the disclosure of personally identifiable information from relevant, privacy-protected records either to the national evaluator or to the project partners in order for them to share data needed to carry out project activities.

All outreach and recruitment materials and forms will be developed and provided in accessible formats for individuals with disabilities, using jargon-free, easily comprehended language, and provided in the family's native language or through another mode of communication, unless it is clearly not feasible to do so.

II. Services To Be Provided

1. DESCRIPTION OF SERVICES

- **A. Case Management:** Case management services for the project participants and their families will be appropriately planned and coordinated to assist participants in navigating through the services, supports, and benefits available from the larger service delivery system. Case management services, at a minimum, will include the following:
 - 1. identifying, locating, and arranging for needed services and supports for the project participants and their families;
 - 2. coordinating services provided directly by the Model Demonstration Project (MDP) with other services that are available in the larger service delivery system; and
 - 3. transition planning to assist the participants in setting post-school goals and to facilitate their transition to an appropriate post-school setting, including postsecondary education, training, or competitive employment in an integrated setting. Transition planning will be conducted in coordination with the local educational agency and, as appropriate, with the consent of the parents or a child who has reached the age of majority under State law, with other agency partners, such as the VR agency, the State Medicaid Agency or other public insurance program, and workforce investment agencies.
- **B.** Benefits Counseling/Financial Capability Services: Ongoing training for the project participants and their families on SSA work incentives, eligibility requirements of various programs, earnings rules, asset accumulation, and financial literacy and planning will be provided.
- C. Career and Work-Based Learning Experiences: At least one paid work experience in an integrated setting will be provided for participants in the project before leaving high school. In addition, other skill development opportunities will be provided in an integrated setting, such as



volunteering or participating in internships, community services, and on-the-job training experiences, including experiences designed to improve workplace basic skills.

- **D. Parent Training and Information:** The project will provide information and training to the family of project participants including:
 - the parents' role in supporting and advocating for their children's education and employment goals, including the importance of high expectations for their children's participation in education and competitive employment;
 - 2. resources for improving the education and employment outcomes of the parents and the economic self-sufficiency of the family, including:
 - a. the acquisition of basic education, literacy, and job-readiness skills, and
 - b. job training and employment services.

E. Other Services and Supports (designed to improve education and employment outcomes for participating children and their parents):

- 1. Youth development activities may include:
 - a. training in job-seeking skills, life skills, independent living skills, self-advocacy, self-determination, and conflict resolution;
 - b. exposure to personal leadership development and mentoring opportunities; and
 - exposure to post-school supports through structured arrangements with postsecondary education programs and adult service agencies.
- 2. Career development/preparatory activities may include:
 - a. career assessments to help identify career preferences, interests, and skills;
 - b. career counseling and exploration, including structured exposure to postsecondary education and other life-long learning opportunities;
 - c. exposure to career opportunities that ultimately lead to a living wage;
 - d. information about educational requirements, entry requirements, and income and benefits potential.

2. SERVICE GOALS/NUMBER TO BE SERVED

<u>During fiscal year 2013/14</u>, it is expected that:

- 32 participants will be enrolled in the project
- 16 participants will receive Case Management
- 16 participants will receive Benefits Counseling/Financial Capability Services
- 16 participants will receive Career/Work Based Learning Experience
- 16 participants will receive Parent Training and Information
- 16 participants will receive Other Services and Supports

During fiscal year 2014/15, it is expected that:

- 72 participants will be enrolled in the project
- 52 participants will receive Case Management
- 52 participants will receive Benefits Counseling/Financial Capability Services
- 52 participants will receive Career/Work Based Learning Experience
- 52 participants will receive Parent Training and Information
- 52 participants will receive Other Services and Supports

During fiscal year 2015/16, it is expected that:

- 52 participants will receive Case Management
- 52 participants will receive Benefits Counseling/Financial Capability Services
- 52 participants will receive Career/Work Based Learning Experience
- 52 participants will receive Parent Training and Information
- · 52 participants will receive Other Services and Supports

III. Contract Administrator/Program Coordinator

Department of Rehabilitation	Oakland USD
Sylvia Hoggatt	Petrina Alexander

Jilla i loggatt	
721 Capitol Mall, 4th Floor	Programs for Exceptional Children
Sacramento, CA 95814	2850 West Street

(916) 558-5406 Oakland, CA 94601 (916) 558-5802 fax (510) 874-3724 (22)

Sylvia.Hoggatt@dor.ca.gov (510) 874-3725 (fax)

petrina.alexander@ousd.k12.ca.us

5.17%

\$11,078.40

\$225,361

5.179

\$11,078.42

\$225,361

5.17%

\$11,078.42

\$225,36

26

27

Indirect Rate Percentage

TOTAL (rounded to nearest dollar)

Indirect Cost

CaPROMISE PROJECT SERVICE BUDGET NARRATIVE

1. Personnel

The following personnel will complete the activities summarized below. Comprehensive job descriptions are included in Section VI. These positions are also included on the Service Budget.

Benefits

Benefits include payroll taxes, workers compensation, health and welfare and all other required employee benefits, and the benefit rate will be between 42 –44% of the designated staff member's salary.

CaPROMISE LEA Site Manager/Coordinator

- a. Directs and oversees the activities of the CaPROMISE project.
- b. Directs the activities of the program.
- Oversees program activities and ensures that all requirements of the CaPROMISE project are met.
- d. Hires and supervises project staff.
- e. Works with staff to develop, plan, and implement the CaPROMISE project.
- f. Develop linkages with other community agencies and resources to provide support and services to CaPROMISE participants.
- g. Monitors all budget and purchasing.
- h. Collaborates with staff on CaPROMISE research study.

CaPROMISE Career Services Coordinator

Coordinate project activities and goals as described in the CaPROMISE program contract Scope of Work and assist CaPROMISE participants as appropriate, with the following:

- 1. Case Management Services.
 - a. Provide case management services for project participants and their families.
 - b. Plan and coordinate services to assist participants in navigating through services, supports, and benefits available from the larger service delivery system.
 - Identify, locate, and arrange for needed services and supports for project participants and their families.
 - d. Coordinate services provided directly by CaPROMISE with other services that are available in the larger services delivery system.
 - e. Provide transition planning to assist the participant in setting post-school goals and to facilitate their transition to an appropriate post-school setting such as: postsecondary education, training, or competitive employment in an integrated setting.
 - f. Coordinate transition planning with local education agency and as appropriate with parents/family, and/or other agencies participating in this project.

Community Schools Thriving Students

2. Benefits Counseling/Financial Capability Services

Provide ongoing training for project participants and their families on SSA work incentives, eligibility requirements of various programs, earnings rules, asset accumulation, and financial literacy and planning.

- 3. Career and Work-Based Learning Experiences
 - a. Assist in providing project participants at least one paid work experience in an integrated setting before leaving high school.
 - b. Provide other skill development opportunities in an integrated setting such as volunteering or participating in internships, community services, and on-the-job training experiences, including experiences designed to improve workplace basic skills.
- 4. Parent Training and Information

Provide information and training to the family of project participants including:

- a. The parents' role in supporting and advocating for their children's education and employment goals, including the importance of high expectations for their children's participation in education and competitive employment.
- b. Provide resources for improving the education and employment outcomes of the parents and the economic self-sufficiency of the family to include acquisition of basic education, literacy, and job-readiness skills, and job training and employment services.
- 5. Other Services and Supports
 - a. Youth Development Activities may include:
 - i. training in job-seeking skills, life skills, independent living skills, self-advocacy, self-determination, and conflict resolution.
 - ii. exposure to personal leadership development and mentoring opportunities.
 - iii. exposure to post-school supports through structured arrangements with postsecondary education programs and adult service agencies.
 - b. Career Development/Preparatory Activities may include:
 - i. career assessments to help identify career preferences, interests, and skills.
 - ii. career counseling and exploration, including structured exposure to postsecondary education and other life-long learning opportunities.
 - iii. exposure to career opportunities that ultimately lead to a living wage.
 - iv. information about educational requirements, entry requirements, and income and benefits potential.
- 6. Other duties as assigned may include:
 - a. Provide training sessions to education and agency staff; through making monthly presentations to potential PROMISE participants; and by working directly with most PROMISE participants and their parents to resolve SSA benefit problems, understand SSA information, develop IRWEs and PASS plans, and submit pay stubs to SSA.
 - b. Develop informational materials on CaPROMISE and distribute these to CaPROMISE eligible students and their parents/guardians.

Community Schools Thriving Students

- c. Network and partner with other agencies and organizations to obtain correct information and to refer CaPROMISE Project students for additional information and services to assist their transition from school to work.
- d. Collect data and share information.
- e. Provide an array of individually-tailored support services to both the CaPROMISE project student and his/her family for such as, but not limited to: employment, transportation, health care, and child care.
- f. Act as an advocate for CaPROMISE participants.
- g. Attend all related project meetings and trainings.
- Complete research on practical issues related to participant needs.
- i. Assist with CaPROMISE Project related documentation.

CaPROMISE Office Assistant

- a. Process time card and generate reports for billing Service Budget staff time allocation records
- Assist with filings, phone calls, mailings, purchasing supplies, getting bids, preparing letters and other documents
- c. Prepare outreach and recruitment packets
- d. Schedule and prepare for meetings

2. OPERATING EXPENSES

All operating expenses to implement the CaPROMISE Project are described here.

Instructional Materials

The CaPROMISE Project will purchase instructional materials and duplicate materials related to the following curriculum topics: benefits planning, post-secondary education/training, vocational exploration, employment, self-sufficiency, self-determination, and other topics related to successful transition from school to work. The actual cost of these materials will be invoiced against the contract. Items may include, but are not limited to consumable books, curricular materials, manuals, books, classroom posters, and videotapes/CDs/DVDs related to curriculum and staff training. Items purchased will be used only for or by CaPROMISE participants, participant's parents and or/family, and project staff.

Office Supplies and Printing

The CaPROMISE Project will purchase office supplies for use in the project and to maintain CaPROMISE office, participant files, provide training to project participants, parents, community partners and staff. These items may include, but are not limited to: paper, pens, folders, binders, notebooks, record keeping materials, tape, envelopes, staplers, ribbon, scissors, toner, notepads, paperclips, CD/DVD's, memory thumb drives, and organizers. The actual cost of these items will be invoiced against the contract. Cost of printing materials related to the CaPROMISE Project such as:

informational materials and CaPROMISE related documents and research will also be invoiced against the contract. These materials are to be used by and for CaPROMISE participants and *Oakland Unified* CaPROMISE staff. Postage costs for correspondence to the Department of Rehabilitation, San Diego State University/Interworks Institute, other community partners, staff, agency staff, CaPROMISE Project participants, their parents/guardians, and others involved with the project.

Minor-Sensitive Equipment

Minor-sensitive equipment would include the cost of computers, laptops, and tablets (These numbers just used as placeholders – actual equipment will be filled in as contracts are written.)

- 4 Desktop Computers @ \$1,500 ea estimated purchase date January 2014
- 3 Tablet Computers @ \$600 ea estimated purchase date April 2014
- 2 Portable Projectors @ \$400 ea- estimated purchase date April 2014
- 1 Laser Printer @ \$500 ea -estimated purchase date January 2014
- 2 Digital Cameras @ 150 each estimated purchase date March 2014

Software

The CaPROMISE Project will purchase software and programs related to curriculum and project staff needs. These computer programs will be made available to CaPROMISE Project staff and will be used only for and by CaPROMISE Project participants and *Oakland Unified* CaPROMISE staff.

Training

Training costs (tuition/registration fees) for *Oakland Unified* CaPROMISE staff, which is deemed necessary to enhance contract/project-related job performance. Speakers and room fees for workshops and trainings for CaPROMISE Project participants and their families and CaPROMISE Project staff and partners.

Travel/Mileage

Travel costs to and from meetings and trainings, resulting in expenses as follows: mileage, airfare, vehicle rental, bus fare, overnight lodging, meals/per diem, and ground transportation to and from various locations.

Day to day mileage reimbursement is for staff using OUSD or personal vehicles. All rates will be invoiced at the rate allowed by either the *Oakland Unified School District* or the State of California for exempt employees, whichever is less.



Communications

Monthly fee for office land line telephone service and for mobile/smart phone services to support staff activities while traveling between sites.

Background Checks

Cost of doing background checks on CaPROMISE project staff. Costs to include the cost of live fingerprint checks by appropriate agencies.

Enrollment Processing Fee/Enrollment Retention Fee

As the LEAs enroll students into the program including the completion of an enrollment form, and required release forms, the LEA will be paid an enrollment processing fee. For the enrollment processing fee, the LEA will submit a client list for the enrollment fee on a monthly basis with the service invoice for years one and two. For the enrollment retention fee, at the beginning of the Federal Fiscal Year, the LEA will submit a client list for those actively participating in the treatment group.

As the LEAs enroll students, they will receive a bonus enrollment processing fee with each enrollment of \$100.00 for years one and two. Beginning in year three, the LEA will receive an enrollment retention fee of \$200 for each SSI child recipient in the treatment group.

3. 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 Contractor may be reimbursed for actual indirect costs subject to this Agreement based on a rate calculated and approved annually by the California State Department of Education and not to exceed a rate of 15%. Rate can be found online at http://www.cde.ca.gov/fg/ac/ic/

2013-14 Indirect Rate for Oakland Unified School District- 5.17%

EXHIBIT G (COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION

Oakland Unified School District Programs for Exceptional Children Department

1. CONTRACT MONITORING AND REPORTING

The Oakland Unified School District CaPROMISE Contract Administrator will monitor the contract by:

- Submitting the Service Invoice (801B) on a monthly basis.
- Preparing and submitting a monthly summary outlining contract progress and outcomes with regard to contract objectives.
- Ensuring that personnel activity reports and other time allocation documents are maintained by contract staff and reflect accurate reporting.
- Submitting personnel activity reports and other time reporting documents as requested by the DOR Contract Administrator.
- Collaborating with the DOR Contract Administrator and appropriate staff to plan and facilitate two meetings per year (fall and spring) to include, Oakland Unified School District participants, participating DOR district staff and/or respective partner administrative staff.

2. Transportation

Transportation will be provided for CaPROMISE participants if required to participate in educational and career training activities during school hours.

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number	
Oakland Unified School District (Prog. f	94-6000385	
By (Authorized Signature)	David Kakishiba	
Printed Name and Tiple of Person Signing Dr. Gary Lee, Superintendent	President, Board of	Education
Date Executed 3-12-14	Executed in the County of Alameda	

CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: 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. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: 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 certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code: Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

- 2. <u>LABOR CODE/WORKERS' COMPENSATION</u>: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 3. <u>AMERICANS WITH DISABILITIES ACT</u>: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. <u>CONTRACTOR NAME CHANGE</u>: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.