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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jennifer Blake, Executive Director, Department of Special Education
David Cammarata, Coordinator, Department of Special Education

Meeting Date April 10, 2024

Subject State of California Standard Agreement – No. 32469
Contractor: Department of Rehabilitation

Ask of the Board Approval by the Board of Education of Resolution No. 2324-0205 – Approving Standard Agreement (Agreement No. 32469) - Subvention Contract - Vocational Rehabilitation Third Party Cooperative/Case Agreement - Transition Partnership Program - by and between District and California State Department of Rehabilitation (DoR), accepting grant in the amount of \$2,123,418.00, authorizing Benjamin Davis and Kyla Johnson Trammell to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments, California Civil Rights Laws Certification, Grant/Contract Signature Authorization, and Contractor Certification Clauses, except as otherwise authorized in the Standard Agreement, for the period July 1, 2024 through June 30, 2027, for services to Special Education pupils, as specified, pursuant to terms and conditions thereof.

Background This partnership enriches the services provided to students with disabilities/ DOR clients that are 16 years of age and older ability to gain meaningful employment and/or access to post-secondary education. The DOR contract’s Service Budget for three years is \$2,123,418.00. The District’s match funding/ certificated time reporting for the three years is \$1,453,410.00 for the period of 7/1/21 through 6/30/2024 (\$484,470 annually).

Discussion Approval by the Board of Education will allow the contract to provide support to students enrolled in the Transition Partnership (TPP) program. The DOR has funded this program for over 25 years. The total number of students projected to receive Student Services is at least 254 and no less than 64 students will receive Vocational Rehabilitation services, as defined by the contract. The District and DOR have combined their resources to enrich the service provided to students with disabilities/ clients to enable them to alleviate, ameliorate, or compensate for the

[Professional Services Contract
Contractor: Department of Rehabilitation]

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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.

Fiscal Impact

Funding resource(s): Program fully funded through certificated time and funds allocated through the Department of Rehabilitation; No impact on the District. Educators, both general and special education, certify the amount of time providing Transition Services, as defined to the contract, to participants in the Program.

Attachment(s)

- State of California, Department of General Services; Standard Agreement
 - STD213- requires signature to execute contract
 - Exhibits A-G
 - A: Scope of Work
 - A.1: Contractor's Description of Services/ Deliverables
 - B: Budget Detail and Payment Provisions
 - B.1: Contractor's Program Budgets and Narratives
 - C: General Terms and Conditions
 - D: Special Terms and Conditions
 - E: Additional Provisions- Federally Funded Agreements
 - F: Additional Provisions- TPCA
 - G: Additional Provisions
- DR325- Grant/ Contract Signature Authorization
 - Requires signature to execute contract
- DR324- State of California Board Resolution
 - Requires signature to execute contract
- State of California, California Civil Rights Laws Attachment
 - Requires signature to execute contract
- Contractor Certification Clauses
 - Requires signature to execute contract

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
Benjamin Davis, Kyla Johnson Trammell	President, Secretary, Board

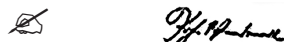
of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

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 2nd Avenue, Oakland, CA 94606



Date of Board Meeting	Signature of Recording Secretary	Date Signed
4/10/2024		4/11/2024

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

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

CERTIFICATION


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

Proposer/Bidder Firm Name (Printed)		Federal ID Number
Oakland Unified School District  		94-6000385
By (Authorized Signature)		
Benjamin Davis, President, Board of Education, Kyla Johnson Trammell, Secretary, Board of Education		
Printed Name and Title of Person Signing		
Benjamin Davis, Kyla Johnson Trammell		
Executed in the County of	Executed in the State of	
Alameda	CA	
Date Executed		
04/11/2024		

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> Oakland Unified School District		<i>Federal ID Number</i> 94-6000385
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Benjamin Davis, President, Board of Education (BOE), Kyla Johnson Trammell, Secretary, BOE		
<i>Date Executed</i> 4/11/2024	<i>Executed in the County of</i> Alameda	

CONTRACTOR CERTIFICATION CLAUSES

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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





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

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


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

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814-4702	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) Oakland Unified School District 1011 Union St. 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)
	Sondra Aguilera	Chief Academic Officer
	Jennifer Blake	Executive Director, SPED
	David Cammarata	Director, SPED Supports
	Tracey Tashiro	Instructional Coach

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

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
	Benjamin Davis, Kyla Johnson Trammell	4/11/2024

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 32469	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Rehabilitation

CONTRACTOR NAME
Oakland Unified School District

2. The term of this Agreement is:

START DATE
July 1, 2024 or Upon approval whichever is later

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement is:
\$2,123,418.00 (Two Million, One Hundred Twenty Three Thousand, Four Hundred Eighteen Dollars)

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A.1	Contractor's Description of Services/Deliverables	11
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B.1	Contractor's Program Budget(s) and Narrative(s)	26
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	1
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions - Federally Funded Agreements	3
+ - Exhibit F	Additional Provisions - TPCA	3
+ - Exhibit G	Additional Provisions	1

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 <https://www.dgs.ca.gov/OLS/Resources>


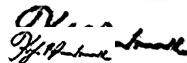
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Oakland Unified School District

CONTRACTOR BUSINESS ADDRESS 1011 Union Street	CITY Oakland	STATE CA	ZIP 94607
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PRINTED NAME OF PERSON SIGNING Benjamin Davis, Kyla Johnson Trammell	TITLE President, Board of Education Secretary, Board of Education
-------------------------------------------------------------------------	-------------------------------------------------------------------------

CONTRACTOR AUTHORIZED SIGNATURE  	DATE SIGNED 4/11/2024
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Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature:  Date: 3/15/24

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 32469	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement - Subvention)
Scope of Work

1. PURPOSE

Third Party Cooperative Agreement

2. AUTHORITY

Law: 29 U.S.C. §§ 721(a)(3), 730, 731, and 733; California Welfare and Institutions Code sections 19008 and 19013.

Regulations: 34 C.F.R. 361.28

Assistance Listing Number: 84.126

3. CONTRACT ENTITIES

Department of Rehabilitation 1800 Sutter Street, Suite 550 Concord, CA 94520	Oakland Unified School District 915 54th St. Oakland, CA 94608
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description – EXHIBIT A.1

EXHIBIT A.1
Third-Party Cooperative Agreement (TPCA)
Oakland Unified School District
Transition Partnership Program (TPP)

I. Introduction

This third-party cooperative agreement (TPCA) is between Oakland Unified School District (OUSD), which is a State or local public agency, and the California Department of Rehabilitation (DOR). OUSD will provide services under the Transition Partnership Program (TPP) (collectively, the “Program”) in accordance with this TPCA. This TPCA is designed to jointly serve the mutual unduplicated individuals and/or recipients of DOR services (henceforth referred to as ‘participant(s)’) receiving services from the Program and the DOR Greater East Bay District. Under this TPCA, the Program will ensure that the services provided are not the customary or typical services provided by OUSD but rather are new services that have a vocational rehabilitation focus or are existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

The Program establishes a collaborative service relationship designed to provide participants greater access to specialized services intended to meet the unique needs of the shared DOR/OUSD population of students with disabilities. The Program will focus on serving students with disabilities at District High Schools across Oakland. The Program’s primary service providers or Case Managers are members of the Career Transition Services Department (henceforth known as “CTS”). All services, funded directly or through certified expenditures, provided through this agreement, shall be provided only for participants of the DOR.

The Program will provide services to participants as needed to reach their individualized goals. Program Staff will identify eligible participants; aged 16-21, that are currently attending High School at a District site for referral to the DOR. The Program and assigned DOR Staff will work together to process referrals, intakes, eligibility, and planning to ensure provision of services necessary for student success, skill advancement and coordinated service provision. Services are to be made available to DOR participants only and to DOR consumers of the Blind Field Services (BFS) District, as appropriate. Services will be provided to participants who are attending:

- Castlemont High School
- Coliseum College Prep High School
- Dewey Academy
- Fremont High School
- Life Academy High School
- Madison Park Academy
- McClymonds High School
- MetWest High School
- Oakland High School
- Oakland International High School
- Oakland Technical High School
- Ralph J. Bunche Academy
- Ruidsdale Continuation High School including Newcomer
- Skyline High School
- Street Academy
- Young Adult Program
- Non-Public / Residential placements

- Home / Hospital Supports and Instruction Program

DOR authorizes the following services to be provided under this agreement:

DOR Student Services

- Job Exploration Counseling
- Workplace Readiness Training
- Work-based Learning
- Self-Advocacy
- Counseling on Post-Secondary Education

Vocational Rehabilitation Employment Services

- Employment Preparation
- Job Development, Placement and Follow-up
- Short-Term Supports

The Program may provide DOR Student Services to students who are not younger than 16 nor older than 21 years, unless the student is participating in a special education program and receiving services beyond the age of 21 such as adult transition programs. Programs may provide DOR Student Services up to one year post exit from high school if the student is enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, DOR Student Services will end.

The Program will provide information to program participants with ID/DD ages 16-21 regarding Employment First opportunities for employment and supports to achieve Competitive Integrated Employment.

DOR STUDENT SERVICES – DOR GOALS

For fiscal year 2024-2025, a total of 254 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 104 new cases from the referrals made by the Program.

For fiscal year 2025-2026, a total of 254 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 104 new cases from the referrals made by the Program.

For fiscal year 2026-2027, a total of 254 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 104 new cases from the referrals made by the Program.

VOCATIONAL REHABILITATION (VR)
EMPLOYMENT SERVICES DOR GOALS

For fiscal year 2024-2025, a total of 64 unduplicated participants with disabilities will receive Vocational Rehabilitation (VR) Employment Services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 52 new cases from the referrals made by the Program.

- Close 20 cases successfully for those Program participants with disabilities who achieve an employment outcome.

For fiscal year 2025-2026, a total of 64 unduplicated participants with disabilities will receive Vocational Rehabilitation (VR) Employment Services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 52 new cases from the referrals made by the Program.
- Close 20 cases successfully for those Program participants with disabilities who achieve an employment outcome.

For fiscal year 2026-2027, a total of 64 unduplicated participants with disabilities will receive Vocational Rehabilitation (VR) Employment Services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 52 new cases from the referrals made by the Program.
- Close 20 cases successfully for those Program participants with disabilities who achieve an employment outcome.

II. Assurances

The Program makes the following assurances as identified in 361.28(a):

- (1) The services provided by the Program, as the public cooperating agency, are not the customary or typical services provided by that agency but are new services that have a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.
- (2) The services provided by the Program, as the cooperating agency, are only available to applicants for, or recipients of, services from DOR.
- (3) Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of DOR (e.g., the Program will provide only those services that have been authorized by DOR under this cooperating arrangement).
- (4) All requirements of the vocational rehabilitation services portion of the Unified or Combined State Plan, including a state's order of selection, will apply to all services provided under the cooperative arrangement.

III. Services to be Provided

DOR STUDENT SERVICES

DOR Student Services are a coordinated set of services available for students with disabilities, to provide transition services to students from the age of 16 through 21, unless the student is participating in a special education program and receiving services beyond the age of 21 (for students participating in secondary education programs such as adult transition programs). DOR Student Services may be delivered in a classroom, community, or individual setting. Programs may provide DOR Student Services up to one year post exit from high school if the student is enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, DOR Student Services will end.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the program participant including Regional Centers, the One Stop system, and Social Security administration. DOR Student Services are

based upon the individual participant's needs, preferences and interests and may include program instruction and community experiences.

The following DOR Student Services will be provided by the Program in accordance with this agreement, as authorized by DOR for each individual with a disability and individualized to each program participant's needs, preferences, and interests as well as their DOR Individualized Plan for Employment (IPE) goals and objectives, as appropriate.

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

DOR Student Services are available to Program participants who are potentially eligible or participants who have been determined eligible for VR services. Participants engaged in DOR Student Services through this contract will primarily be provided services as potentially eligible. Participants who require additional services to participate in DOR Student Services may need to apply for VR services. Participants who have been determined eligible for the VR services may be provided with DOR Student Services either pre- or post-IPE development.

1. DOR Student Services Job Exploration Counseling

a. Description

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

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

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

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Job Exploration Counseling.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 104 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 104 unduplicated participants of DOR services will receive this service.

- For fiscal year 2026-2027, a total of 104 unduplicated participants of DOR services will receive this service.

2. DOR Student Services Workplace Readiness Training

a. Description

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

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

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

Reporting on Workplace Readiness Training activities will be provided to the referring DOR counselor.

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Workplace Readiness Training.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 104 unduplicated participants of DOR services will receive this service.

- For fiscal year 2025-2026, a total of 104 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 104 unduplicated participants of DOR services will receive this service.

3. DOR Student Services Work-based Learning Experiences

a. Description

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

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

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

Any paid or unpaid work experience activities will comply with the Department of Labor regulations. Work Experience supervisors will evaluate participants and submit written reports to the DOR counselor on a monthly basis.

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Work-based Learning Experiences.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 50 participants of DOR services will receive this service.
- 30 unduplicated participants of DOR services will participate in a Work Experience placement.
- For fiscal year 2025-2026, a total of 50 participants of DOR services will receive this service.
- 30 unduplicated participants of DOR services will participate in a Work Experience placement.
- For fiscal year 2026-2027, a total of 50 participants of DOR services will receive this service.

- 30 unduplicated participants of DOR services will participate in a Work Experience placement.

4. DOR Student Services Instruction in Self-Advocacy

a. Description

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

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

Reporting on Self-Advocacy Instruction activities will be provided to the referring DOR counselor.

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Instruction in Self-Advocacy.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 104 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 104 participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 104 participants of DOR services will receive this service.

5. DOR Student Services Counseling on Post-Secondary Education

a. Description

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

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

- Attend college fairs & tours

Reporting on Counseling on Post-Secondary Education activities will be provided to the referring DOR counselor.

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Counseling on Post-Secondary Education.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 52 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 52 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 52 unduplicated participants of DOR services will receive this service.

VOCATIONAL REHABILITATION EMPLOYMENT SERVICES

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

The following vocational rehabilitation services will be provided by the Program in accordance with this agreement, as authorized by DOR for each individual with a disability and individualized to each program participant's needs, preferences, and interests as well as their DOR IPE goals and objectives, as appropriate.

1. Employment Preparation

a. Description

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

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

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

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

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Employment Preparation.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 64 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 64 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 64 unduplicated participants of DOR services will receive this service.

2. Job Development, Placement and Follow-up

a. Description

Job Development, Placement and Follow-up services assist job-ready Program participant, both in school and out-of-school, to obtain permanent employment in the community by identifying specific job openings that are appropriate for each participant. Assist in placing the Program participant in the job, provide job orientation, and identifying specific ongoing support and resource needs. Activities include:

- Contact employers and build networks to develop and/or identify potential job opportunities
- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiate necessary job accommodations
- Negotiate customized employment placement
- Maintain an organized system of current job openings
- Assist Program participants to find jobs which match their Individual Plan for Employment vocational goal
- Provide Program participants instruction in self-advocacy
- Assist Program participants to become knowledgeable regarding the conditions of employment, such as:
 - Job description
 - Name of immediate supervisor
 - Responsibilities of the employee
 - Wage payment practices
 - Benefits
 - Conflict resolution procedures
 - Health and safety practices
- No less than two contacts per month with the Program participant and/or their employer post-placement to ensure job satisfaction upon acceptance of employment.

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

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Job Development, Placement and Follow-up.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 64 unduplicated participants of DOR services will receive this service.
 - There shall be 24 participants placed in employment consistent with their IPE goal.
 - As a result of services provided under this contract, it is expected that DOR will close 20 cases successfully for those individuals with disabilities who achieve an employment outcome.
- For fiscal year 2025-2026, a total of 64 unduplicated participants of DOR services will receive this service.
 - There shall be 24 participants placed in employment consistent with their IPE goal.
 - As a result of services provided under this contract, it is expected that DOR will close 20 cases successfully for those individuals with disabilities who achieve an employment outcome.
- For fiscal year 2026-2027, a total of 64 unduplicated participants of DOR services will receive this service.
 - There shall be 24 participants placed in employment consistent with their IPE goal.
 - As a result of services provided under this contract, it is expected that DOR will close 20 cases successfully for those individuals with disabilities who achieve an employment outcome.

3. Short-Term Supports Service

a. Description

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

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

The TPP Lead Transition Specialist, TPP Case Manager(s), TPP Community Relations Assistant, TPP Specialist(s), TPP Consultant(s) will provide Short-Term Supports.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 16 unduplicated applicants and/or recipients of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 16 unduplicated applicants and/or recipients of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 16 unduplicated applicants and/or recipients of DOR services will receive this service.

IV. DOR and Program Contacts

Organization	Department of Rehabilitation	Oakland Unified School District
Contact Person	Trenire Pensy	David Cammarata
Title	DOS Manager / Acting DOR Contract Administrator	Director, Special Education Related Service Supports
Telephone	(925) 602-3983	(510) 879-5003 x3938118
Email Address	Trenire.Pensy@dor.ca.gov	David.Cammarata@ousd.org
Mailing Address	1800 Sutter Street, Suite 550 Concord, CA 94520	915 54th St. Oakland, CA 94608

V. Linkages to Other Community Agencies

In alignment with section 101(a)(11) of the Rehabilitation Act, DOR and the Program has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR participants and to avoid duplication of services:

- OUSD Programs including School-to-Career, Regional Occupational Program, Vocational Education Opportunities, Academy Programs, Adult Education, and the Linked Learning Department
- OUSD's WorkAbility I grant program and services
- Peralta Community College District campuses and Student Accessibility Services
- BRIDGES- Marriot Corporation
- The Unity Council
- CiviCorps
- Center for Independent Living (CiL)
- East Oakland Youth Development Center (EOYD)
- Youth Employment Partnership (YEP)
- Youth Uprising
- Social Security Administration
- Department of Motor Vehicles
- Adult Supported Services Agencies (Stepping Stones, Clausen House, ARC, etc.)
- Project Search
- East Bay Innovations
- Regional Center
- America's Job Center of California
- Community College
- Local Education Agencies
- Chamber of Commerce
- Business Leaders Network

VI. Service Training

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train the Program and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches. This may be done through quarterly meetings, monthly staff meetings, and other program related meetings.

EXHIBIT B
(Standard Agreement - Subvention)
Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

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

B. Submission of Invoice(s)

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

C. **Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Budgeted amounts that have not been utilized during a fiscal year shall not be carried over to another fiscal year.

D. **Invoice Claim Adjustments**

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

E. **Budget Contract Amendments**

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

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

F. **Travel Reimbursements**

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

Upon request from DOR, the Program will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs. Travel costs that benefit more than one cost objective will be allocated to this agreement in proportion to the benefit received by DOR.

2. **BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall have no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Program or to furnish any other considerations under this

Agreement and the Program 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 the Program to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

- Be generally recognized and necessary for the provision of services identified in this Agreement.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Program.
- Be properly documented and supported.
- Be allocable to the services provided under the cooperative arrangement so that costs charged to the agreement are proportional to the benefits received by DOR.

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

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. The Program must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with State and Federal regulations, and generally accepted accounting principles. The Program's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. The Program shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations

Oakland Unified High School District

DOR Program Budget

July 1, 2024, Or Upon Approval, whichever date is later – June 30, 2027

<u>ITEM</u>	<u>FTE</u> <u>EXPENDITURE</u>	FY 7/1/2024 or Upon Approval, whichever date is later to 6/30/2025 TOTAL	FY 7/1/2025 to 6/30/2026 TOTAL	FY 7/1/2026 to 6/30/2027 TOTAL
Rehabilitation Team Unit 1 FTE = \$110,377	FTE Counselor Units	3.50 \$386,320	3.50 \$386,320	3.50 \$386,320
Case Services (Individual Consumer Expenses)		359,249	359,249	359,249
	SUBTOTAL	\$745,569	\$745,569	\$745,569
TOTAL DOR PROGRAM COST		\$745,569	\$745,569	\$745,569

Oakland Unified School District

Program Budget and Match Summary

July 1, 2024, or Upon Approval, whichever date is later - June 30, 2027

	FY 7/1/2024, or Upon approval, whichever date is later to 6/30/2025	FY 7/1/2025 to 6/30/2026	FY 7/1/2026 to 6/30/2027
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$745,569	\$745,569	\$745,569
DOR Student Services Service Budget	\$568,056	\$568,056	\$568,056
VR Employment Services Service Budget (If Applicable)	\$139,750	\$139,750	\$139,750
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$707,806	\$707,806	\$707,806
TOTAL FEDERAL COSTS	\$1,453,375	\$1,453,375	\$1,453,375
Certified Match (If applicable)	\$484,470 25.00%	\$484,470 25.00%	\$484,470 25.00%
Total Federal Share	\$1,453,375 75.00%	\$1,453,375 75.00%	\$1,453,375 75.00%
Cash Match (If applicable)	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$484,470	\$484,470	\$484,470

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

STATE OF CALIFORNIA
 TPP DOR STUDENT SERVICES SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number	Federal ID Number	Page X of X			
Oakland Unified School District 1011 Union Street Oakland, CA 94607		32469	94-600385	1 of 1			
Budget Period		Budget Period	Budget Period	Budget Period			
July 1, 2024, or Upon Approval, whichever date is later – June 30, 2025		July 1, 2025 – June 30, 2026	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027			
Effective Date (Amendments Only)		Effective Date (Amendments Only)	Effective Date (Amendments Only)	Effective Date (Amendments Only)			
Line No.	PERSONNEL – Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
Administrative Personnel							
1	TPP Lead Transition Specialist: 1 FTE= 35 hrs/wk, 12 mos/yr + benefits	\$224,581.00	0.0950	\$ 21,335.20	\$224,581.00	0.0950	\$ 21,335.20
2	TPP Case Manager: (8) 1 FTE= 37.5 hrs/wk, 12 mos/yr + benefits	\$1,120,832.00	0.0290	\$ 32,504.13	\$1,120,832.00	0.0290	\$ 32,504.13
3	TPP Community Relations Assistant: 1 FTE= 30 hrs/wk, 10 mos/yr + benefits	\$149,062.00	0.2550	\$ 38,010.81	\$149,062.00	0.2550	\$ 38,010.81
4	Admin Subtotal			\$ 91,850.13			\$ 91,850.13
DOR Student Services Direct Service Personnel							
5	TPP Lead Transition Specialist: 1 FTE= 35 hrs/wk, 12 mos/yr + benefits	\$224,581.00	0.0050	\$ 1,122.91	\$224,581.00	0.0050	\$ 1,122.91
6	TPP Case Manager: (8) 1 FTE= 37.5 hrs/wk, 12 mos/yr + benefits	\$1,120,832.00	0.4000	\$ 448,332.80	\$1,120,832.00	0.4000	\$ 448,332.80
7	TPP Community Relations Assistant: 1 FTE= 30 hrs/wk, 10 mos/yr + benefits	\$149,062.00	0.0050	\$ 745.31	\$149,062.00	0.0050	\$ 745.31
8	DOR Student Services Subtotal			\$450,201.02			\$450,201.02
9	Personnel Subtotal			\$542,051.15			\$542,051.15
OPERATING EXPENSES							
12	Instructional Materials			\$30.00			\$30.00
13	Office Supplies			\$30.00			\$30.00
14	Duplication, Postage, and Printing			\$22.45			\$22.45
15	Training			\$30.00			\$30.00
16	Mileage / Travel			\$30.00			\$30.00
17							
18	Operating Subtotal			\$142.45			\$142.45
19	Personnel and Operating Subtotal			\$542,193.60			\$542,193.60
20	Indirect Rate Percentage			3.10%			3.10%
21	Indirect Cost			\$16,808.00			\$16,808.00
22	Program Service Budget Sub-Total			\$559,001.60			\$559,001.60
23	Workplace Readiness Training			\$5,304.00			\$5,304.00
24	Work-based Learning			\$3,750.00			\$3,750.00
25	TOTAL (rounded to nearest dollar)			\$568,056			\$568,056

Oakland Unified School District
DOR Student Services Budget Narrative

BENEFITS

All active employees, in a paid status, in a monthly-salaried position of half-time or more is eligible for the benefits listed below based on job class status of Certificated or Classified. Benefits information is listed below and included in the salaries listed on the attached Service Budget.

Certificated Staff

- STRS: 19.1%
- FICA: 0.00\$
- MEDI: 1.45%
- SUI: 0.5%
- LEC SUI: 0.5%
- W/C: 3.59%
- Total: 25.14%

Classified Staff

- PERS: 27%
- FICA: 6.2%
- MEDI: 1.45%
- SUI: 0.5%
- LEC SUI: 0.5%
- W/C: 3.59%
- Total: 39.24%

This Service Budget narrative is to describe how services expenditures for the Oakland Unified School District TPP (hereinafter referred to as “OUSD” or “the Program”) will be allocated for the provision of services to unduplicated individuals and/or participants in DOR Services (hereinafter referred to as “participant(s)”).

PERSONNEL

For all positions: Cooperative Program Duties must be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus in accordance with 34 C.F.R. § 361.28(a)(1).

TPP LEAD TRANSITION SPECIALIST (TPPLTS):

Allowable Activities Under this Agreement Include:

Administrative Duties

- Financial Administration may include but not be limited to:
 - Aid in completion of DOR Student Services monthly invoice(s), Claims Adjustment(s), Supplemental Invoice(s), and/or Certified Expenditure Summaries for submission to DOR
 - Create, maintain, collect, compile, verify and/or submit program staff PARs and individual participant lists as required for Invoice/Certified Expenditure Summary submission

- Prepare, monitor, and reconcile DOR Student Services budget expenditures and financial statements
- Prepare and process purchase orders and travel claims
- Provide updates on program invoicing and reporting as required
- Review all program required documentation such as, but not limited to, invoices, time logs, and statistical reporting
- Prepare, monitor, and oversee Program contract compliance for DOR Student Services
- Provide contractual oversight and compliance to cooperative agreement policies and procedures
- Program projects and activities as necessary for the administration of the contract such as:
 - Outreach to potential participants, parents, district personnel and community entities
 - Monitor and disseminate program information online and via social media platforms
 - Community Relations activities
 - Build collaborative relationships with community agencies
 - Participation in Chamber of Commerce
 - Collaborate with other colleges and universities to discuss and support the provision of service goals
- Maintain contract records and correspondence with DOR staff
- Maintain necessary documentation of DOR Student Services provision to ensure substantiation of services and expenditures (e.g., Monthly Progress Reports, contact records and correspondence with DOR staff regarding participants)
- Other clerical duties as required
- Hire, train, supervise and evaluate program staff
- Educate program staff on DOR Student Services and participant eligibility
- Monitor and assess program staff's DOR Student Services assignments and daily activities for cooperative contract compliance
- Support program staff in understanding cooperative contract which may include trainings on topics such as but not limited to:
 - PARs, case noting and progress report provision
 - Program orientations, mentoring, coaching, and cross-training, professional development for program staff
 - Professional Development opportunities
 - Technological set-up and processes
- Coordinate available trainings including:
 - With DOR pertaining to the provision of DOR Student Services
 - Program-related activities and professional development or cross-trainings to ensure staff's competency in administration of DOR Student Services
- Collaborate with and/or monitor program staff to ensure provision of DOR Student Services
- Collaborate and consult with school administrators, program staff and program administrators regarding contract implementation
- Provide support to administrative staff or act on behalf of program partner in the contract renewal and/or amendment process
- Facilitate the timely and accurate preparation of contract documents for Renewals, Amendments, and/or Augmentation Requests
- Collaborate with DOR to prepare and submit program contract renewals and/or amendments as required for timely execution (e.g., development of contract budgets, narratives, and other required contractual documents).

Direct Service Duties

- Provide DOR Student Services, which includes Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self-Advocacy, and Counseling on Post-Secondary Education to program participants
- Provide guidance and support to participants to assist with personal and social adjustments, job exploration, and success in work-based learning experiences
- Coordinate with program staff to meet with participants for determination of appropriate work-based learning experiences related to their vocational interests and goals
- Maintain regular contact with DOR staff regarding progress of participants in DOR Student Services through monthly reports, email, phone conversations, and/or face to face meetings

A portion of this position's time is on the Vocational Rehabilitation Employment Services budget of this contract and the remainder of this position's time is allocated to perform traditional duties.

Unallowable Traditional Duties that are the customary or typical services provided by the program:

Director, Special Education Supports and Services

Activities include:

Director of and Administrator for the Young Adult Program

- Coordinate Transition Services for students with Moderate to Severe disabilities aged 18-22 in community-based settings in OUSD
- Attend, lead, and supervise Young Adult Program meetings and staff development
- Liaison between Young Adult Program case managers and OUSD programs
- Supervises OUSD staff and personnel
- Acts as site administrator- writes site safety plan, administers safety drills per California Ed Code

Director of and Administrator for the Career Transition Services Department

- Workability I Coordinator
- Manage budget and service provision for the Workability I program in Secondary programs
- Attend Workability I meetings
- Develop Transition Services and linkages between continuing education institutions as well as access to vocational experiences and opportunities for young people with disabilities in OUSD.

TPP CASE MANAGER(S) (TPPCM):

Allowable Activities Under this Agreement Include:

Administrative Duties

- Outreach to potential participants, parents, district personnel, and community entities regarding DOR Student Services
- Maintain current knowledge of labor laws regarding the employment of minors and persons with disabilities
- Participate in community employer networks and District programming opportunities
- Support Program staff with materials, information, and other classroom/ program support

Direct Service Duties

- Provide DOR Student Services, which includes Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self-Advocacy, and Counseling on Post-Secondary Education to program participants
- Attend Monthly and Quarterly Program meetings
- Assist program participants in exploring vocational interests to inform DOR Student Service provision
- Attend IEP Meetings for participants receiving DOR Student Services to discuss participant's goals, progress, and next steps in DOR Student Services
- Work with local DOR staff to contact local, public, and private employers to develop and coordinate paid and unpaid work-based learning opportunities for participants
- Coordinate with DOR Counselors in completing the paperwork necessary for participants to obtain work experiences
- Maintain regular contact with DOR staff regarding progress of participants in DOR Student Services through monthly reports, email, phone conversations, and/or face to face meetings
- Act as liaison between the participant and their family and school/ program personnel regarding DOR Student Services
- Maintain case notes and/or program activity logs of DOR Student Services including the preparation and submission of monthly PARs
- Prepare assigned reports including inputting data into trackers and data bases

A portion of this position's time is on the Vocational Rehabilitation Employment Services budget of this contract and the remainder of this position's time is allocated to perform traditional duties.

Unallowable Traditional Duties that are the customary or typical services provided by the program:

Case Manager

Activities include:

- Clerical duties assigned to Special Education Department
- Attend SPED Department and District Office Meetings when necessary
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks not directly related to the Collaborative Contract
- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Supervise and provide Workability I services when appropriate and applicable.

TPP COMMUNITY RELATIONS ASSISTANT (TPPCRA):

Allowable Activities Under this Agreement Include:

Administrative Duties

- Financial Administration may include but not be limited to:
 - Aid in completion of DOR Student Services monthly invoice(s), Claims Adjustment(s), Supplemental Invoice(s), and/or Certified Expenditure Summaries for submission to DOR

- Create, maintain, collect, compile, verify and/or submit program staff's PARs and individual participant lists as required for Invoice/Certified Expenditure Summary submission
- Prepare, monitor, and reconcile DOR Student Services budget expenditures and financial statements
- Prepare and process purchase orders and travel claims
- Provide updates on DOR Student Services invoicing and reporting as required
- Review all program required documentation such as, but not limited to, invoices, time logs, and statistical reporting
- Program projects and activities as necessary for the administration of the contract such as:
 - Outreach to potential participants, parents, district personnel and community entities regarding DOR Student Services
 - Monitor and disseminate program information online and via social media platforms
 - Community Relations activities
 - Build collaborative relationships with community agencies
 - Participation in Chamber of Commerce
 - Collaborate with other colleges and universities to discuss and support the provision of DOR Student Services goals
- Develop and distribute program and DOR meeting minutes
- Review and maintain program data, sharing as applicable at program staff meetings and quarterly meetings
- Maintain necessary documentation of DOR Student Services provision to ensure substantiation of contract services and expenditures (e.g., Monthly Progress Reports, contact records and correspondence with DOR staff regarding participants)
- Track referrals of participants from the PE case type to the VR case type
- Reconcile program participants' list to the DOR AWARE database participant list
- Support program staff in understanding DOR Student Services cooperative contract processes which may include trainings on topics such as but not limited to:
 - PARs, case noting and progress report provision
 - Program orientations, mentoring, coaching, and cross-training, professional development for program staff
 - Professional Development opportunities
 - Technological set-up and processes
- Technological support such as:
 - Administer and maintain online server environment for the DOR Student Services which may include, but not be limited to the following:
 - Develop, update, and maintain web-based system, program databases, and integrated server system tools and/or requests
 - Install, monitor, and maintain program technology (e.g., hardware, software, databases, computers, assistive technology equipment, etc.) to support contract service provision
- Other clerical duties as required

Direct Service Duties

- Provide DOR Student Services, which includes Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self-Advocacy, and Counseling on Post-Secondary Education
- Provide guidance and support to participants to assist with personal and social adjustments, job exploration, and success in work-based learning experiences

- Assist Program staff and DOR staff in the delivery of DOR Student Services by providing pertinent pre-employment training to participants
- Maintain regular contact with DOR staff regarding progress of participants in DOR Student Services through monthly reports, email, phone conversations, and/or face to face meetings

A portion of this position’s time is on the Vocational Rehabilitation Employment Services budget of this contract and the remainder of this position’s time is allocated to perform traditional duties.

Unallowable Traditional Duties that are the customary or typical services provided by the program:

Teacher on Special Assignment

Activities include:

- Clerical duties assigned to Special Education Department
- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Duties assigned as necessary
- Provide coaching and support to teachers in the Young Adult Program
- Provide an array of Workability I services
- Provide coaching and support to Case Managers in the Career Transition Services Department
- Design and implement professional development experiences and opportunities for secondary educators in OUSD.

OPERATING EXPENSES

Costs are budgeted through an appropriate allocation methodology for expenses that are shared by multiple funding categories.

INSTRUCTIONAL MATERIALS

Materials may include but not be limited to instructional/assessment software, tangible materials and web-based instruction or knowledge sites and audio/visual materials, curriculum materials, textbooks, vocational assessments, interest inventories, consumable workbooks, instructional videos, posters, participant specific supplies and other appropriate vocational guidance materials. These items will be used only for or by the participants in the course of service provision.

OFFICE SUPPLIES

Consumable office supplies necessary for staff required in the provision of Program services under the contract to be used during the contract period. Items to be purchased include but are not limited to binder clips, binders, calculator tape, envelopes, file folders, portfolios, markers, paper, paper clips, pencils, pens, post-it notes, printer cartridges, staples, staplers, and stationary.

DUPLICATION, POSTAGE AND PRINTING

Duplication, postage, and printing costs may include, but shall not be limited to, self-addressed envelopes, appointment cards, business cards, letterhead stationery, laminating, binding, cooperative program forms, master applications, job applications, resumes, cover letters, paper employment-

related flyers, and pamphlets and other programmatic printed needs. These expenses will allow for program staff to communicate effectively to partners, participants and their support network and employers. Additionally, programmatic copier maintenance fees and supplies are an allowable expense.

TRAINING

Training expenses such as registration and fees for Program Staff to attend trainings or hire a trainer for applicable Program-related instruction. Trainings may encompass but not be limited to services currently identified in the contract, prospective services or current trends related to pre-employment transition services or vocational rehabilitation services. Utilization of a training line-item requires pre-approval by the DOR Contract Administrator.

MILEAGE/TRAVEL

Reimbursement for mileage expenses when contract staff use their own private vehicles or ride-sharing methods in the provision of contract services. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates as stated on the website: <https://hrmanual.calhr.ca.gov/>. Per diem and travel costs for contract staff to travel to contract related trainings within the state of California (e.g., airfare, bus, train, rental cars, personal vehicle mileage, lodging and food costs). Reimbursed at actual costs not to exceed the CalHR designated rates. Travel must be pre-approved in writing by the DOR Contract Administrator and may require RSA Prior Approval.

INDIRECT COST

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education (CDE) for the Oakland Unified School District. Indirect costs cover administrative costs not already addressed under specific line items in this contract (e.g., Chief Financial Officer, building/office facilities expenses, human resources, data processing, maintenance, and general operations) This indirect rate is applied to both personnel costs and operating expenses in this contract.

WORKPLACE READINESS TRAINING

Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training Services. Total amount budgeted is based on the anticipated number of participants to receive transportation training (52) multiplied by the monthly prevailing local student bus pass rate (\$34.00), for approximately three (3) months. Therefore, the total budgeted amount for the Workplace Readiness Training line-item is set at \$5,304.00

WORK-BASED LEARNING

Costs for the purchase of items required for participants to successfully engage in work-based learning experience(s). This may include items such as shoes, work clothing and uniforms, hygiene supplies, CPR Certifications, livescans, Food Handler's Cards, etc. Total amount budgeted is based on the percentage of the anticipated number of participants to engage in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per participant.

The Program budgets \$150.00 per participant and has a goal of providing Work-based Learning experiences to 25 participants. Therefore, the total budgeted amount for the Work-based Learning line item has been set at \$3,750.00.

Receipts for items purchased under this line-item must be retained by the Program and submitted with the monthly invoice to the DOR Contract Administrator

STATE OF CALIFORNIA
 TPP SERVICE BUDGET - VR EMPLOYMENT SERVICES

DEPARTMENT OF REHABILITATION

Original Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Oakland Unified School District 1011 Union Street Oakland, CA 94607		32469			94-6000385					
		Budget Period			Budget Period			Budget Period		
		July 1, 2024, or Upon Approval, whichever date is later – June 30, 2025			July 1, 2025 – June 30, 2026			July 1, 2026 – June 30, 2027		
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	TPP Lead Transition Specialist: 1 FTE= 35 hrs/wk, 12 mos/yr + benefits	\$ 224,581.00	0.0100	\$ 2,245.81	\$ 224,581.00	0.0100	\$ 2,245.81	\$ 224,581.00	0.0100	\$ 2,245.81
2	TPP Lead Transition Specialist: 1 FTE= 35 hrs/wk, 12 mos/yr + benefits	\$ 1,120,832.00	0.0868	\$ 97,288.22	\$ 1,120,832.00	0.0868	\$ 97,288.22	\$ 1,120,832.00	0.0868	\$ 97,288.22
3	TPP Community Relations Assistant: 1 FTE= 30 hrs/wk, 10 mos/yr + benefits	\$ 149,062.00	0.2400	\$ 35,774.88	\$ 149,062.00	0.2400	\$ 35,774.88	\$ 149,062.00	0.2400	\$ 35,774.88
4	Subtotal			\$ 135,308.91			\$ 135,308.91			\$ 135,308.91
5	OPERATING EXPENSES									
6	Instructional Materials			\$ 100.00			\$ 100.00			\$ 100.00
7	Office Supplies			\$ 50.00			\$ 50.00			\$ 50.00
8	Duplication, Postage, and Printing			\$ 20.00			\$ 20.00			\$ 20.00
9	Training			\$ 19.00			\$ 19.00			\$ 19.00
10	Mileage / Travel			\$ 50.00			\$ 50.00			\$ 50.00
11										
12										
13										
14	Operating Subtotal			\$ 239.00			\$ 239.00			\$ 239.00
15	Personnel and Operating Subtotal			\$ 135,547.91			\$ 135,547.91			\$ 135,547.91
16	Indirect Rate Percentage			3.10%			3.10%			3.10%
17	Indirect Cost			\$ 4,201.99			\$ 4,201.99			\$ 4,201.99
18	TOTAL (rounded to nearest dollar)			\$ 139,750.00			\$ 139,750.00			\$ 139,750.00

Oakland Unified School District
VR Service Budget Narrative

BENEFITS

All active employees, in a paid status, in a monthly-salaried position of half-time or more is eligible for the benefits listed below based on job class status of Certificated or Classified. Benefits information is listed below and included in the salaries listed on the attached Service Budget.

Certificated Staff

- STRS: 19.1%
- FICA: 0.00%
- MEDI: 1.45%
- SUI: 0.5%
- LEC SUI: 0.5%
- W/C: 3.59%
 - Total: 25.14%

Classified Staff

- PERS: 27%
- FICA: 6.2%
- MEDI: 1.45%
- SUI: 0.5%
- LEC SUI: 0.5%
- W/C: 3.59%
 - Total: 39.24%

This Service Budget Narrative is to describe how services expenditures for the Oakland Unified School District TPP (hereinafter referred to as “OUSD” or “the Program”) will be allocated for the provision of services to unduplicated individuals and/or participants in DOR Services (hereinafter referred to as “participant(s)").

PERSONNEL

For all positions: Cooperative Program Duties must be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus in accordance with 34 C.F.R. § 361.28(a)(1).

TPP LEAD TRANSITION SPECIALIST (TPPLTS):

Allowable Activities Under this Agreement Include:

- Financial Administration may include but not be limited to:
 - Aid in completion of VR Employment Services monthly invoice(s), Claims Adjustment(s), Supplemental Invoice(s), and/or Certified Expenditure Summaries for submission to DOR
 - Prepare, monitor, and reconcile VR Service budget expenditures and financial statements.
 - Provide updates on VR Services invoicing and reporting as required

- Prepare, monitor, and oversee Program contract compliance, policies, and procedures for VR Employment Services
- Program projects and activities as necessary for the administration of the VR portion of this contract such as:
 - Outreach to potential participants, parents, district personnel and community entities regarding VR services
 - Monitor and disseminate VR service information online and via social media platforms.
 - Build collaborative relationships with community agencies for the development of job placement opportunities for participants.
 - Collaborate with other colleges and universities to discuss and support the provision of VR service goals.
- Maintain contract records and correspondence with DOR staff for VR services
- Maintain necessary documentation of VR Service provision to ensure substantiation of contract services and expenditures (e.g., Monthly Progress Reports, contact records and correspondence with DOR staff regarding participants)
- Assist with other administrative and clerical duties as required for the provision of VR services.
- Hire, train, supervise, evaluate, and collaborate with program staff for VR services
- Educate program staff on VR services and participant eligibility
- Monitor and assess program staff's VR assignments and daily activities for cooperative contract compliance
- Coordinate available trainings including:
 - With DOR pertaining to the provision of VR Services
 - Program-related activities and professional development or cross-trainings to ensure staff's competency in administration of VR Services
- Collaborate and consult with school administrators, program staff and program administrators regarding VR Services implementation.
- Provide VR Employment Services which includes Employment Preparation, Job Development, Placement and Follow-up, and Short-Term Supports to program participants.

A portion of this position's time is on the DOR Student Services Budget of this contract and the remainder of this position's time is allocated to perform traditional duties.

Unallowable Traditional Duties that are the customary or typical services provided by the program:

Director, Special Education Supports and Services

Activities include:

Director of and Administrator for the Young Adult Program

- Coordinate Transition Services for students with Moderate to Severe disabilities aged 18-22 in community-based settings in OUSD
- Attend, lead, and supervise Young Adult Program meetings and staff development
- Liaison between Young Adult Program case managers and other OUSD programs
- Supervises OUSD staff and personnel
- Act as site administrator; write site safety plan and administer safety drills per California Ed Code

Director of and Administrator for the Career Transition Services Department

- Workability I Coordinator
- Manage budget and service provision for the Workability I program in secondary programs
- Attend Workability I meetings
- Develop Transition Services and linkages between continuing education institutions as well as access to vocational experiences and opportunities for young people with disabilities in OUSD.

TPP CASE MANAGER(S) (TPPCM):

Allowable Activities Under this Agreement Include:

- Outreach to potential participants, parents, district personnel, and community entities regarding VR services
- Maintain current knowledge of labor laws and resources regarding the employment of persons with disabilities (i.e., the ADA, Schedule A Hiring Authority, Job Accommodations Network (JAN), etc.)
- Identify employment placement opportunities for program participants
- Provide VR Employment Services which includes Employment Preparation, Job Development, Placement and Follow-up, and Short-Term Supports to program participants
- Support enrollment into the Program
- Perform vocational assessments to assist participants in identifying interests and aptitudes
- Attend IEP Meetings for participants receiving VR Services to discuss participant's goals, progress, and next steps
- Support Program staff with materials, information, and other classroom/ program support for the provision of VR Services
- Coordinate with DOR Counselor(s) in completing the paperwork necessary for participants receiving VR services
- Coordinate vocational site visits, job shadowing, mock interviews, and other linkages to the workplace for the provision of VR services
- Seek placement opportunities for participants
- Act as liaison between the participant and their family and school/ program personnel
- Maintain case notes and/or program activity logs of VR Services including the preparation and submission of monthly PARs
- Prepare assigned Monthly Progress Reports, input data into trackers and data bases

A portion of this position's time is on the DOR Student Services Budget of this contract and the remainder of this position's time is allocated to perform traditional duties.

Unallowable Traditional Duties that are the customary or typical services provided by the program:

Case Manager

Activities include:

- Clerical duties assigned to Special Education Department
- Attend SPED Department and District Office Meetings when necessary
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks not directly related to the Collaborative Contract
- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Supervise and provide Workability I services where appropriate and applicable

TPP COMMUNITY RELATIONS ASSISTANT (TPPCRA):

Allowable Activities Under this Agreement Include:

- Financial Administration may include but not be limited to:
 - Aid in completion of VR Employment Services monthly invoice(s), Claims Adjustment(s), Supplemental Invoice(s), and/or Certified Expenditure Summaries for submission to DOR
 - Prepare, monitor, and reconcile VR Service budget expenditures and financial statements.
 - Provide updates on VR Services invoicing and reporting as required.
- Program projects and activities as necessary for the administration of VR services such as:
 - Outreach to potential participants, parents, district personnel and community entities regarding VR services
 - Monitor and disseminate VR Service information online and via social media platforms.
 - Build collaborative relationships with community agencies for the development of job placement opportunities for participants.
 - Collaborate with other colleges and universities to discuss and support the provision of VR service goals.
- Review, maintain, and share out, as required, program data and outcomes relating to the provision of VR Services
- Maintain necessary documentation of VR Service provision to ensure substantiation of contract services and expenditures (e.g., Monthly Progress Reports, contact records and correspondence with DOR staff regarding participants)
- Reconcile VR program participants' list to the DOR AWARE database participant list and ensure appropriate and up-to-date documentation for each participant (e.g., IPE's, IPE Annual Reviews, etc.)
- Support program staff in understanding VR cooperative contract processes and services
- Assist with other administrative and clerical duties as required for the provision of VR Services
- Provide VR Employment Services which includes Employment Preparation, Job Development, Placement and Follow-up, and Short-Term Supports to program participants

A portion of this position's time is on the DOR Student Services Budget of this contract and the remainder of this position's time is allocated to perform traditional duties.

Unallowable Traditional Duties that are the customary or typical services provided by the program:

Teacher on Special Assignment

Activities include:

- Clerical duties assigned to Special Education Department
- Attend meetings when necessary
- Schedule and convene meetings
- Collaborate with stakeholders to achieve measurable outcomes
- Develop ongoing alliances with education advocates and community resources
- Complete record keeping tasks
- Duties assigned as necessary
- Assist in furthering the mission and goals of the Department of Special Education
- Duties assigned as necessary
- Provide coaching and support to teachers in the Young Adult Program
- Provide an array of Workability I services
- Provide coaching and support to Case Managers in the Career Transition Services Department
- Design and implement professional development experiences and opportunities for secondary educators in OUSD

OPERATING EXPENSES

Costs are budgeted through an appropriate allocation methodology for expenses that are shared by multiple funding categories.

INSTRUCTIONAL MATERIALS

Materials may include but not be limited to instructional/assessment software, tangible materials and web-based instruction or knowledge sites and audio/visual materials, curriculum materials, textbooks, vocational assessments, interest inventories, consumable workbooks, instructional videos, posters, participant specific supplies and other appropriate vocational guidance materials. These items will be used only for or by the participants in the course of service provision.

OFFICE SUPPLIES

Consumable office supplies necessary for staff required in the provision of Program services under the contract to be used during the contract period. Items to be purchased include but are not limited to binder clips, binders, calculator tape, envelopes, file folders, portfolios, markers, paper, paper clips, pencils, pens, post-it notes, printer cartridges, staples, staplers, and stationary.

DUPLICATION, POSTAGE, AND PRINTING

Duplication, postage, and printing costs may include, but shall not be limited to, self-addressed envelopes, appointment cards, business cards, letterhead stationery, laminating, binding, cooperative program forms, master applications, job applications, resumes, cover letters, paper employment-related flyers, and pamphlets and other programmatic printed needs. Postage may include but not be limited to expedited service and standard postage costs for contract-related services. These expenses will allow for program staff to communicate effectively to partners, participants and their

support network and employers. Additionally, programmatic copier maintenance fees and supplies are an allowable expense.

TRAINING

Training expenses such as registration and fees for Program Staff to attend trainings or hire a trainer for applicable Program-related instruction. Trainings may encompass but not be limited to services currently identified in the contract, prospective services or current trends related to pre-employment transition services or vocational rehabilitation services. Utilization of a training line-item requires pre-approval by the DOR Contract Administrator.

MILEAGE / TRAVEL

Mileage: Reimbursement for mileage expenses when contract staff use their own private vehicles or ride-sharing methods in the provision of contract services. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates as stated on the website: <https://hrmanual.calhr.ca.gov/>.

Travel: Per diem and travel costs for contract staff to travel to contract related trainings within the state of California (e.g., airfare, bus, train, rental cars, personal vehicle mileage, lodging, and food costs). Reimbursed at actual costs not to exceed the CalHR designated rates. Travel must be pre-approved in writing by the DOR Contract Administrator and may require RSA Prior Approval.

INDIRECT COST

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education (CDE) for the Oakland Unified School District. Indirect costs cover administrative costs not already addressed under specific line items in this contract (e.g., Chief Financial Officer, building/office facilities expenses, human resources, data processing, maintenance, and general operations) This indirect rate is applied to both personnel costs and operating expenses in this contract.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET
July 1, 2024 or Upon Approval, whichever date is later - June 30, 2027

Contractor Name and Address	Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds or WorkAbility I Funds.
Oakland Unified School District 1011 Union Street Oakland, CA 94607 FEIN#: 94-6000385	

Item Expenditure		July 1, 2024, or Upon Approval, whichever date is later – June 30, 2025			July 1, 2025 – June 30, 2026			July 1, 2026 – June 30, 2027		
Line No.	PERSONNEL - Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary Per FTE	Annual FTE	Annual Amount Certified
1	TPP Specialist: 20 FTE= 30 hrs/wk, 10 mos/yr + benefits	\$ 2,469,560.00	0.12500	\$ 308,695.00	\$ 2,469,560.00	0.13	\$ 308,695.00	\$ 2,469,560.00	0.13	\$ 308,695.00
2	TPP Consultant: 10 FTE= 30 hrs/wk, 10 mos/yr + benefits	\$ 1,595,780.00	0.1102	\$ 175,775.17	\$ 1,595,780.00	0.11	\$ 175,775.17	\$ 1,595,780.00	0.11	\$ 175,775.17
3										
4										
5										
6	Personnel Subtotal			\$ 484,470.17			\$ 484,470.17			\$ 484,470.17
7	OPERATING EXPENSES									
8										
9										
10										
11										
12										
13										
14	Operating Subtotal			\$ -			\$ -			\$ -
15	Personnel and Operating Subtotal			\$ 484,470.17			\$ 484,470.17			\$ 484,470.17
16										
17	TOTAL EXPENDITURES "CERTIFIED"			\$ 484,470.00			\$ 484,470.00			\$ 484,470.00

Oakland Unified School District
Certified Budget Narrative

BENEFITS

All active employees, in a paid status, in a monthly-salaried position of half-time or more is eligible for the benefits listed below based on job class status of Certificated or Classified. Benefits information is listed below and included in the salaries listed on the attached Service Budget.

Certificated Staff

- STRS: 19.1%
- FICA: 0.00\$
- MEDI: 1.45%
- SUI: 0.5%
- LEC SUI: 0.5%
- W/C: 3.59%
- Total: 25.14%

Classified Staff

- PERS: 27%
- FICA: 6.2%
- MEDI: 1.45%
- SUI: 0.5%
- LEC SUI: 0.5%
- W/C: 3.59%
- Total: 39.24%

This Certified Budget Narrative is to describe how the Oakland Unified School District TPP (hereinafter referred to as "OUSD" or "the Program") will redirect staff time specifically certified in the provision of services to Program unduplicated individuals and/or participants in DOR Services (hereinafter referred to as "participant(s)").

PERSONNEL

For all positions: Cooperative Program Duties must be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus in accordance with 34 C.F.R. § 361.28(a)(1).

TPP Specialist(s) (TPPSPEC):

FTE: 0.125- .13 Percentage of FTE will be utilized only to provide services under this agreement.

Allowable Contract Activities Include:

- Assist Program participants in transition from DOR Student Services to VR Employment Services as appropriate.
- Support and direct TPP Specialists in the collaborative provision of DOR Student Services and VR Employment Services to participants
- Teach/provide transition curriculum and supports specifically to the Program participants.
- Complete monthly Personnel Activity Reports (PARs) and monthly calendar noting the service and actual time spent with the participants.
- Coordinate and assist Program Staff in the training and support of participants receiving DOR Students Services and VR Services

- Provide DOR Student Services, which includes Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self-Advocacy, and Counseling on Post-Secondary Education to program participants.
- Provide VR Employment Services which includes Employment Preparation, Job Development, Placement and Follow-up, and Short-Term Supports to program participants.
- Meet regularly with Program Staff to discuss and determine course of action to best serve needs of participants.
- Attend meetings with DOR Counselor(s) to discuss participant's progress in DOR Student Services and/or VR Services as required.
- Attend and participate in Program related trainings and meetings including Quarterly Meetings, Staffing Meetings, DOR Meetings, in-service trainings, etc., as required.

Non-Contract Traditional Duties (not charged to this contract) that are the customary or typical services provided by the Program:

Classroom Teachers

Activities Include:

- Engage and support all students in learning using a variety of instructional strategies and resources and technologies that respond to students' diverse needs.
- Integrate technology to convey key concepts and enhance student learning; assist students to gain access to useful materials and resources.
- Create and maintain a rigorous, effective student learning environment through planning and implementing classroom procedures and routines that support student learning.
- Create learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
- Promote student learning through inquiry, problem solving and reflection.
- Understand and organize subject matter using District-provided curriculum/materials and/or standards-aligned resources to make subject matter accessible to all students.
- Plan and design instruction and learning experience for all students using a variety of teaching strategies; provide individualized and small group instruction in order to adapt the curriculum to the needs of each student.
- Establish and maintain standards of positive student behavior needed to achieve a functional learning atmosphere in the classroom; support and assist in maintaining District discipline policy and the site discipline plan.
- Plan, implement, monitor, and assess classroom instructional activities consistent with District and Board goals and philosophies, local site goals, and specific objectives based on assessment of student needs.
- Provide instruction to students with special needs in accordance with Individual Education Program (IEP) utilizing support services as appropriate; participate in Student Study Team (SST), School Attendance Review Team (SART), IEP and other meetings as appropriate.
- Develop and communicate to students and parents the expectations regarding achievement and behavior.
- Reflect sensitivity to the needs of students and parents of different ethnic, cultural, educational, economic backgrounds and familial structure or affection.
- Assess and evaluate student learning to guide instruction and communicate progress with students, families, and appropriate staff utilizing means such as parent-teacher conferences, telephone calls or written communication.

- Develop and communicate curricular and instructional plans and objectives to students and parents including performance expectations and other pertinent information to allow parental monitoring, review with the principal as necessary.
- Identify student needs and cooperate with other professional staff members in assessing and helping students solve health, emotional, social, and learning problems.
- Administer individual and group standardized tests in accordance with District and state testing programs.
- Maintain records regarding students including special education students in accordance with site and District policy; prepare reports regarding students and classroom matters as directed.
- Provide accurate attendance information in accordance with the procedure established by the school where the teacher is assigned.
- Develop as a professional educator through participation in District professional development trainings and self-selected professional growth activities.
- Attend required staff, parent, department, and District meetings.
- Participate and provide supervision and control at school-sanctioned programs and activities.
- Plan, coordinate and evaluate the work of assigned paraprofessionals.
- Develop and maintain specific plans for substitutes in accordance with site and District policy and practice.
- Attend and participate in required in-services training activities and work with principal in planning in-service program.
- Perform related duties as assigned.

Special Education Teachers

Activities include:

- Provide for the training, instruction, and coordination of individualized programs for secondary students enrolled in special education programs and services.
- Identify student needs and cooperate with other professional staff members in assessing and helping students with health, emotional, social, and developmental needs.
- Communicate regularly with families regarding goals and objectives of the instructional program, student progress observed, needs or challenges and special accomplishments.
- Represent the District, Department and assigned school to local, state, and other appropriate outside agencies while maintaining a positive and professional image.
- Provide instruction and support to students with special needs in accordance with IEP, including participating in IEP meetings and utilizing support services as appropriate.
- Maintain records regarding students including special education students in accordance with site, Department, and District policy, including preparation of reports regarding students and classroom matters as directed.
- Utilize District resources, staff support, and school programming to promote educational opportunities for students on case load.
- Adjust educational program on an individual basis for the purpose of helping the student become as independent as possible.
- Monitor progress to goals for all assigned students on a regular and on-going basis.
- Develop, write, and facilitate the Individualized Education Plan (IEP) for all assigned students.

Principal/ Assistant Principal/ Directors

Activities Include:

- Improve student achievement by nurturing excellent teaching and learning and building a safe and supportive student culture.
- Supervise students and staff.

- Use data to inform decisions about instruction.
- Distribute leadership across staff, students.
- Manage and evaluate staff using sound methods.
- Engage parents in student learning and site functioning.
- Develop and empower teams.
- Build trust to facilitate change.
- Plan strategically
- Schedule and manage effectively.
- Manage personal and staff time and priorities.
- Build and maintain network for support outside the school.

TPP Consultant(s) (TPPCON):

FTE: .11 - 0.1102 Percentage of FTE will be utilized only to provide services under this agreement.

Allowable Contract Activities Include:

- Assist TPP Specialists in providing DOR Student Services and VR Employment Services to participants.
- Provide limited Short-Term Supports to participants in Job Placement
- Assists TPP Specialists with instruction to participants.
- Complete monthly Personnel Activity Reports and monthly calendar
- Provide participants support in one-on-one, small-group, workshop, and full-class settings.
- Provide DOR Student Services, which includes Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self-Advocacy, and Counseling on Post-Secondary Education to program participants
- Provide VR Employment Services which includes Employment Preparation, Job Development, Placement and Follow-up, and Short-Term Supports to program participants
- Meet regularly with Program Staff to discuss and determine course of action to best serve needs of participants
- Attend meetings with DOR Counselor(s) to discuss participants progress in DOR Student Services, as required
- Attend and participate in Program related trainings and meetings including Quarterly Meetings, Staffing Meetings, DOR Meetings, in-service trainings, etc., as required

Non-Contract Traditional Duties (not charged to this contract) that are the customary or typical services provided by the Program.

Program Manager, Community Schools
Activities Include:

- Work in partnership under the direction of the Site Administrator and assigned Family, Schools, and Community Partnerships Supervisor
- Manage and lead the development, in partnership with the Site Administrator, of a seamless system of support services for students and families
- Facilitate and/or provide technical assistance to the various school leadership teams, including School Site Council, Coordination of Services Team (COST), Student Success Team, and site-based providers
- Develop, manage, and oversee the implementation of an effective referral process including facilitating the Coordination of Services Team (COST)

- Conduct outreach to students and families about available resources and how to refer, and regularly assess effectiveness of outreach efforts
- Train and support service providers to understand and align programs with school structures, systems, curriculum, and goals
- Work with school staff and administration to integrate academic and non-academic supports
- Establish systems to manage and maintain quality partnerships, including, but not limited to the development of MOUs, facilitation of regular meetings, planning sessions, joint work plans and collaborative problem-solving/conflict resolution
- Provide support and guidance for school staff and partners in resolving issues related to service delivery, access, and coordination.

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Specialists, Career Transition
Activities Include:

- Coordinate with Principal, Work-based Learning Liaison (WBLL), College and Career Readiness Specialist (CCRS), College & Career Pathway Coaches, and Pathway Leads to plan and calendar CTE, apprenticeship and employment awareness, and application and preparation opportunities for youth
- Develop individualized portfolio components for each student, based on their personal goals, values, abilities and aspirations
- Work with site staff to identify students in need of services to transition into CTE, apprenticeship and/or employment after high school; Assist graduates in identifying and obtaining support services within the communities where they work and live
- Provide differentiated and targeted support to students directly to apply for and/or enroll in CTE, apprenticeship and/or jobs, ensuring persistence through the first quarter of the year following graduation
- Provide graduates with ongoing support to ensure continued employment, education, and career progression
- Collaborate with CCRS, WBL, and counselors on post-secondary partnerships, connections with bridge programs, Learning Communities, First-year Experience
- Maintain student activity and partner engagement database
- Maintain case management records to track progress toward persistence and completion in CTE program, apprenticeship and/or employment
- Establish and maintain program relationships with community colleges, career training programs and employers in support of post-secondary persistence and completion
- Perform related duties as assigned.

Specialists, College, and Career Readiness
Activities Include:

- Serve as District intermediary with school sites, pathway programs, industry advisories, businesses, and community partners to assist in fostering partnerships
- Communicate and support key goals and plans of District career pathway programs to interested parties including site administrators, teachers, community partners, students, and parents
- Meet with school personnel and District partners to establish career pathway program opportunities and to monitor program needs
- Monitor programs, organize and coordinate work-based learning pathway activities, arrange and facilitate industry advisory meetings, visits, and trainings

- Complete a variety of reports to ensure District's compliance with federal, state, and District mandates.
- Create and interpret career pathway materials, communications, and District policies for school sites and interested parties; maintain program website.
- Plan and assist in activities related to specific CTE pathway and various department programs such as industry sector colloquia, coalition meetings, and college articulation activities.
- Plan, develop and implement appropriate activities and services within a college and career center such as college and career speakers, career days, job and internship fairs, special events and field trips.
- Support job internship placement including job readiness and assessments for pathway students.
- Maintain calendar of college and career activities; maintain college and career center website at assigned site; post and distribute pertinent information via bulletins, flyers, posters, brochures, emails, and automated messaging systems.
- Participate in the development of District-wide college and career events; serve as point-person for District-wide exploration and awareness activities.
- Collaborate with teachers, counselors, educational institutions, community agencies and businesses to develop college and career opportunities; provide college and career information through classroom presentations and workshops to students and staff and serve as a resource regarding career and college readiness information. This may include events focused on college awareness, graduation requirements, applications and financial aid, career exploration, and employability & job readiness skills.
- Support or facilitate college and career exploration plans at the site level for all grade levels.
- Provide support to teachers in the implementation of college and career technical education; assist in career integration across curriculum.
- Attend a variety of workshops, meetings, trainings, and conferences to maintain current knowledge of graduation requirements, college entrance and financial aid requirements, career technical education development, and pathway development.
- Perform related duties as assigned.

Certificated Classroom Support Staff (Paraeducators and Instructional Support Specialists), College and Career Readiness Specialists, Career Transition Specialists, and Community School Managers Activities include:

- Assist a certificated teacher in providing instruction to students (in Pre-K through Young Adult) in an assigned classroom or program including, but not limited to Special Day Class (SDC) or other programs; assist students with disabilities to meet the goals and objectives included in their IEP
- Read IEP goals to support instruction to maximize student progress when trained by appropriate staff
- Communicate with teachers and/or parents as may be required to assist in evaluating progress and/or implementing IEP objectives
- Implement class wide and individual behavior strategies to effectively maintain a safe learning environment when trained by appropriate staff, when needed
- Communicate professionally with other staff and parents, both written and verbal, to provide seamless and transparent communication between all parties
- Implement, under direction of teacher, lesson plans; assist individuals or small groups of students, reinforcing instruction as directed by the teacher; monitor and oversee student drills, practices, and assignments for the purpose of presenting and/or reinforcing learning concepts and assisting students in reaching academic goals and grade level standards

- Assist students with washing, toileting (may include lifting on and off toilet), diapering, dressing, and undressing, grooming and other activities necessary for maintaining personal hygiene and neatness
- Assist with the transportation of students; position and reposition students requiring the use of medical equipment, wheelchairs, braces, and other orthopedic equipment; make minor adjustments on lifting and other equipment as necessary; assure the safe use and operation of wheelchairs, prosthetic devices, and other equipment.
- Assist with the loading and unloading of students on and from buses, automobiles, wheelchairs, stretchers, and gurneys
- May volunteer, on an annual basis, to be trained to administer Diastat and will administer Diastat as needed
- May also volunteer to perform medical procedures when trained and supervised by appropriate staff
- Provide basic first aid and specialized health care as needed and directed
- Assure the health and safety of students by following health and safety practices and procedures
- Assist the teacher in monitoring, motivating, and training students with disabilities; observe and manage behavior of students according to approved procedures; report progress regarding student performance and behavior; follow the behavior intervention plan
- Perform a variety of clerical duties such as preparing, typing, and duplicating instructional materials, scoring papers, and recording grades; assist in keeping attendance; prepare and maintain student files as assigned
- Provide support to the teacher by setting up work areas and displays, operating audio-visual equipment, and distributing and collecting papers, supplies and materials; confer with teachers concerning programs and materials to meet student needs
- Administer, monitor, and score a variety of tests and assignments to comply with established test criteria and provide a reliable testing environment; rephrase materials and explain instructions and words
- Assist students in developing self-help, social and communication skills as assigned
- Notify immediately appropriate personnel and agencies and follow established procedures when there is reasonable suspicion of substance abuse, child neglect, severe medical or social conditions or potential suicide
- Assist in monitoring lunchroom activities and mealtime procedures, including feeding and cleaning
- Assist in carrying out positive reinforcement procedures and reactive strategies identified in a behavior support plan, such as prompting student to switch to functionally equivalent replacement behavior and debriefing during the school day
- Respond to emergency situations to ensure immediate resolution and appropriate documentation of safety concerns by appropriate personnel
- Assist with the supervision of students in and outside the classroom, recess and other playground activities and accompany students on field trips by helping students with physical needs, maintain discipline and reinforcing learning situations
- Operate a variety of office, instructional and audio-visual equipment as assigned; provide technical assistance in the operation and maintenance of specialized instructional equipment as assigned
- Maintain basic knowledge of computers including Microsoft Office
- Assist with data collection; take data on goals and determine when a student has reached a benchmark to ensure continued and ongoing student progress when trained by appropriate staff

- Work as part of a team of professionals for the betterment of the special education programs and site as a whole
- Help keep classrooms and other school facilities neat, clean, orderly, and safe
- Direct group activities of students
- Maintain confidentiality of student records and information
- Adhere to site and department codes of conduct.
- Participate in staff meetings, professional development, attend various in-service meetings to acquire and/or convey information relative to job functions to support, and maintain an effective educational environment.
Perform related duties as assigned.

EXHIBIT C
(Standard Agreement - Subvention)
General Terms and Conditions (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: [Standard Contract Language \(ca.gov\)](#). Click on the GTC 4/2017 to open the document.

EXHIBIT D
(Standard Agreement - Subvention)
Special Terms and Conditions

1. NOTIFICATION AND COMPLIANCE

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

The Program 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. The Program shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

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

4. CORRECTIVE ACTION

If the Program is not able to meet the service goals outlined in the Scope of Work, DOR reserves the right to reduce the Service Budget in alignment with an amended Scope of Work to reflect

updated service goals that are achievable for the Program after review by the DOR Contract Administrator.

5. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

6. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State within ten (10) days of the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – The Program is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event the Program fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – The Program is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Program is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- E. Inadequate Insurance** – Inadequate or lack of insurance does not negate the Program obligations under the contract.
- F. Satisfying a Self-Insured Retention (SIR)** – All insurance required by this contract must allow the State to pay and/or act as the Program's agent in satisfying any SIR. The choice to pay and/or act as the Program's agent in satisfying any SIR is at the State's discretion.
- G. Available Coverages/Limits** – All coverage and limits available to the Program shall also be available and applicable to the State.
- H. Subcontractors** – In the case of the Program's utilization of subcontractors to complete the contracted scope of work, the Program shall include all subcontractors as insured under the Program's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of the Program.
- I. Hazardous Activity**
If applicable under this contract transportation is considered a hazardous activity. The Program agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Program agrees to provide, at least 30 days before 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/ORIM, and the Program 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 should Program fail to comply with these provisions.

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

The following must be included as part of the policy and must be noted on the certificate of insurance: *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

****Endorsements must be provided to the DOR prior to release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.****

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

- For public schools and other State or local public agencies: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Program’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 to 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.

The following must be included as part of the policy and must be noted on the certificate of insurance: *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

****Endorsements must be provided to the DOR prior to the release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.****

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

The workers’ compensation policy shall contain a waiver of subrogation in favor of the State.

****The waiver of subrogation endorsement must be provided to the DOR prior to release of the executed contract. The waiver of subrogation endorsement must be acceptable to the Department of Rehabilitation.****

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

7. CONTRACTOR STAFFING REQUIREMENT

The Program certifies that its employees meet the qualifications as outlined in the job posting for the position listed on the budget. The program further certifies that staff providing services under this agreement meet the specific requirements. The Program will provide key staff resumes or duty statements for the positions identified under this agreement at DOR's request at the time of program reviews as outlined in the DOR Contract Handbook.

8. CONFLICT OF INTEREST

- A. The Program 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. The Program shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain, or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. CONFIDENTIALITY

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

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

10. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Program to determine whether the services provided, and the expenditures invoiced by the Program were in compliance with this Agreement and other applicable federal or State statutes and regulations.
2. The Program agrees that DOR, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

3. The Program shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable Federal Office of Management and Budget (OMB) cost principles and administrative requirements.
4. The Program agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. The Program agrees to maintain such records for possible audit for a minimum of seven (7) 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 seven (7) year period, whichever is later.

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

1. In addition to the General Audit and Review Requirements above, the Program agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. These annual audit documents shall be maintained by the Program and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

11. COMPETITIVE BIDDING AND PROCUREMENTS

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

12. CONTRACT AMENDMENTS

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

13. SOFTWARE

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

14. THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

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

Upon termination of the agreement, DOR may request equipment be returned to DOR or authorize the continued use of equipment for work to be performed under a different agreement.

The DOR reserves title to equipment purchased under this agreement that are not fully consumed during the life of the agreement.

15. ATTRIBUTION

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

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

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

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

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

EXHIBIT E
(Standard Agreement - Subvention)
Additional Provisions - Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

4. PROHIBITION ON TAX DELINQUENCY

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

(Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Department of Tax and Fee Administration) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

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

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

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

EXHIBIT F
(Standard Agreement – Subvention)
Additional Provisions - TPCA

1. MATCH REQUIREMENTS

The Program shall submit the certified expenditure invoice on a timely basis (i.e. same time as submission of service budget invoice) for proper DOR processing. To ensure sufficient match is available to leverage federal funding, the contractor is required to submit 100% of their obligated certified/cash match to meet their full budgeted amount by the end of each fiscal year. Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding certified/cash match requirements.

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

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

Certified match only includes:

Certified personnel expenditures for the time Program staff spend providing direct VR services under the TPCA. This may include the allocable portion of staff salary and fringe benefits based upon the amount of time cooperating agency staff directly spend providing services under the arrangement.

Third-party in-kind contributions are an unallowable source of match in the VR program whether provided via this agreement or other mechanism (34 C.F.R. § 361.60(b)(2)). This includes:

- A. Certified time for individuals not directly providing VR services, such as principals, administrators, secretaries and supervisors; and
- B. Certified expenditures for the costs incurred by the TPCA not directly for the provision of VR services, such as, indirect costs, depreciation, existing utilities and space donated for use under the TPCA.

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. State

3. DOR'S CONTRACT MONITORING

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

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes, and manner specified in the Agreement, and that the Program prepares and submits adequate documentation by the Program to support the services provided, expenditures reimbursements, and/or any applicable match requirements. Appropriate documentation may include, but is not limited to the Program's goal outcomes, consumer progress reports, a monthly client list of consumers provided services, and a corresponding monthly Service Invoice(s) (DR801B) and Certified Expenditure Summaries as appropriate.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period, including costs paid by the Program are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the Program has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Program is preparing and maintaining personnel activity reports in compliance with the applicable cost principles in 2.C.F.R. part 200.
- J. Verify that all Agreement staff are providing services in accordance with their duties and qualifications specified in the Agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the Program 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.

4. CONTRACT HANDBOOK

The Program acknowledges and agrees with the policies requirements and conditions of the DOR Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only.

EXHIBIT G
(Standard Agreement - Subvention)
Additional Provisions

I. CONTRACT MONITORING AND REPORTING

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

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of unduplicated individuals and/or recipients of DOR Services (henceforth known as 'participants') served that month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of Program participants served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting, on a monthly basis in accordance with invoicing requirements stipulated in Exhibit B. These documents can be reviewed and maintained electronically to allow for flexibility in either on-site or off-site monitoring, as needed.
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of Program participants served as requested by DOR contract administrator.
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings
- Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for participants' receiving DOR Student Services and monthly progress reports for participants in Work-based Learning Experiences and VR Employment Services. Individual Participant's Progress Reports should include the participant's name and other necessary or required information to document the services provided and individual participant's progress in those services.

II. TRANSPORTATION

- I. The Contractor will not provide transportation to Program participants.