EXHIBIT A (Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements: Transition Partnership

Program

2. AUTHORITY

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

U.S.C. 720-731.

Regulations: 34 CFR 361.28

Assistance Listing Number: 84.126

3. CONTRACT REPRESENTATIVES

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

Department of Rehabilitation

Levi Van Fossen San Joaquin Valley District Office 2550 Mariposa Mall Room 2000

Fresno, CA 93291 Phone: (559) 444-2410

Fax: (559) 444-2595

Email: Levi.VanFossen@dor.ca.gov

Lodi Unified School District

Lisa Chaves 1305 E Vine Street Lodi, CA 95240

Phone: (209) 331-7083 Fax: (209) 331-7386

Email: lchaves@lodiusd.net

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1Cooperative Contract

Lodi Unified School District Transition Partnership Program (TPP)

SCOPE OF WORK

I. Introduction

The Lodi Unified School District Transition Partnership Program (TPP) is designed to serve the mutual TPP Students/DOR Clients of the San Joaquin Valley District Department of Rehabilitation (DOR) and Lodi Unified School District (Lodi USD) through combining the resources and a system of cooperative service delivery.

The cooperative contract will provide DOR student services to students who are not younger than 16 or older than 21 years of age attending school within the Lodi USD approved boundaries or participating in an approved Lodi USD program. 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), but not beyond the point at which a secondary school student exits their special education program. TPP students/DOR clients may continue to receive TPP VR Employment Services post high school.

Students, including those with significant disabilities, will be referred to the TPP for DOR Student Services beginning at age 16. TPP staff will work closely with the designated TPP DOR counselor(s) throughout the referral and PE process to ensure coordination in the provision of information to assist in career planning; collaborative intake and planning meetings; linkages to school based vocational programs; and follow-up services for TPP students/DOR clients to support training and employment career goals.

Services will be delivered in a format that provides a structure to follow, builds upon employment skills, and is designed to be flexible for Potentially Eligible (PE).

As directed by the Workforce Innovation and Opportunity Act (WIOA), DOR has allocated 210 staff towards the provision of DOR Student Services. This program will be supported by DOR staff including the DOR Student Services allocated staff. This service design is based on best practices developed through TPP, CaPROMISE and WorkAbility I programs and is intended to expand the provision of DOR Student Services to reach a greater number of students with disabilities within the Lodi Unified School District.

The TPP contractor will provide information to the TPP students with ID/DD ages 16-21 regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.

Services will also be made available to DOR Consumers of Blind Field Services (BFS) District as appropriate.

DOR STUDENT SERVICES

<u>For fiscal year 2021-2022</u>, a total of **700** unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 150 TPP students will be referred for DOR Student Services.

<u>For fiscal year 2022-2023</u>, a total of **700** unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 150 TPP students will be referred for DOR Student Services.

<u>For fiscal year 2023-2024</u>, a total of **700** unduplicated TPP students will receive **DOR Student Services** through this cooperative contract.

It is expected that 150 TPP students will be referred for DOR Student Services.

VOCATIONAL REHABILITATION (VR) EMPLOYMENT SERVICES

For fiscal year 2021-2022, a total of **30** unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that **15** individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will: Close **6** cases successfully employed

<u>For fiscal year 2022-2023</u>, a total of **30** unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that **15** individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will: Close **6** cases successfully employed

<u>For fiscal year 2023-2024</u>, a total of **30** unduplicated DOR consumers will receive **Vocational Rehabilitation (VR) Employment Services** through this cooperative contract.

It is expected that **15** individuals will be referred for VR Employment Services.

As a result of VR Employment Services provided through this contract, it is expected that DOR will: Close **6** cases successfully employed

II. Services to be Provided

DOR Student Services

TPP 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. DOR Student Services may be delivered in a classroom, community, or individual setting. Upon TPP student exit from high school TPP DOR Student Services will end.

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

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

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

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

A. DOR Student Services Job Exploration Counseling

1. Description of Service

Job Exploration Counseling services provide an individualized, timely, and systematic process by which a 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:

- The 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.

Work Experience Assistants, Special Education Teachers

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

There shall be 650 student/DOR consumers who receive Job Exploration Counseling services.

During fiscal year 2022-2023, it is expected that:

There shall be 650 student/DOR consumers who receive Job Exploration Counseling services.

<u>During fiscal year 2023-2024</u>, it is expected that:

• There shall be 650 student/DOR consumers who receive Job Exploration Counseling services.

B. DOR Student Services Workplace Readiness Training

1. Description of Service

Workplace Readiness Training services consist of instruction with curricular supports which can be provided in a classroom, group, or individual setting. Workplace readiness skills are a set of skills and behaviors that are necessary for any job. This secondary school instruction is intended to support goals and objectives and will typically be provided until the student exits the secondary school system, in accordance with the needs and informed choice of the student. Workplace Readiness training can be provided through instruction or other activities where the student 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
 - o Appropriate work place written communication skills
- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors including:
 - Grooming and hygiene while on the job
 - Use of a cell phone
 - Social media professionalism
 - Maintaining a healthy life style while at work
 - Time management
 - Developing friendships with coworkers
 - Community safety
- Employer expectations such as punctuality and performance
- Relevant work practices
- Travel training
- Financial literacy
 - Money management
 - Assistance in becoming knowledgeable regarding the impact of employment on a participant's disability and benefits

Reporting on workplace readiness training activities will be provided to the referring DOR counselor.

Work Experience Assistants, Special Education Teachers, Work Experience Assistant Intern

2. Service Goals/Number to be served

<u>During fiscal year 2021-2022</u>, it is expected that:

 There shall be 650 student/DOR consumers who receive Workplace Readiness Training services.

<u>During fiscal year 2022-2023</u>, it is expected that:

 There shall be 650 student/DOR consumers who receive Workplace Readiness Training services.

During fiscal year 2023-2024, it is expected that:

 There shall be 650 student/DOR consumers who receive Workplace Readiness Training services.

C. DOR Student Services Work-based Learning Experiences:

1. Description of Service

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

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

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

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

Work Experience Assistant, Special Education Teacher, Work Experience Assistant Intern

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 400 student/DOR consumers who receive Work-based Learning Experiences services.
- 200 student/DOR consumers will participate in a Work Experience placement.

During fiscal year 2022-2023, it is expected that:

- There shall be 400 student/DOR consumers who receive Work-based Learning Experiences services.
- 200 student/DOR consumers will participate in a Work Experience placement.

During fiscal year 2023-2024, it is expected that:

- There shall be 400 student/DOR consumers who receive Work-based Learning Experiences services.
- 200 student/DOR consumers will participate in a Work Experience placement.

D. DOR Student Services Instruction in Self Advocacy

1. Description of Service

Instruction in Self-Advocacy services may be provided in a classroom, group, or individual setting to assist participants 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 participants 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.

Work Experience Assistant, Special Education Teacher, Work Experience Assistant Intern

2. Service Goals/Number to be served

<u>During fiscal year 2021-2022</u>, it is expected that:

• There shall be 700 student/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2022-2023, it is expected that:

• There shall be 700 student/DOR consumers who receive Instruction in Self Advocacy services.

During fiscal year 2023-2024, it is expected that:

• There shall be 700 student/DOR consumers who receive Instruction in Self Advocacy services.

E. DOR Student Services Counseling on Post-Secondary Education

1. Description of Service

Counseling on post-secondary education services include instruction with curricular supports which can be provided in a classroom, group, or individual setting. 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

Work Experience Assistant, Special Education Teacher

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

 There shall be 600 student/DOR consumers who receive Counseling on Post-Secondary Education services.

<u>During fiscal year 2022-2023</u>, it is expected that:

• There shall be 600 student/DOR consumers who receive Counseling on Post-Secondary Education services.

During fiscal year 2023-2024, it is expected that:

 There shall be 600 student/DOR consumers who receive Counseling on Post-Secondary Education services.

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 provide assistance in the development of job search skills, coordination of job search activities, and identification of appropriate job openings. Services are designed to support DOR consumers and employers in achieving successful employment.

F. Employment Preparation

1. Description of Service

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

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

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

Reporting on employment preparation activities will be provided to the referring DOR counselor on a monthly basis.

Work Experience Assistant, Work Experience Assistant Intern

2. Service Goals/Number to be served

<u>During fiscal year 2021-2022</u>, it is expected that:

• There shall be 30 DOR consumers who receive Employment Preparation services.

<u>During fiscal year 2022-2023</u>, it is expected that:

• There shall be 30 DOR consumers who receive Employment Preparation services.

<u>During fiscal year 2023-2024</u>, it is expected that:

• There shall be 30 DOR consumers who receive Employment Preparation services.

G. Job Development, Placement and Follow-up:

1. Description of Service

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

- Contacting employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- · Negotiating job accommodations
- Negotiating customized employment placement
- Maintaining an organized system of current job openings

- Assisting DOR consumers to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a DOR consumer become knowledgeable regarding the conditions of their employment, such as:
 - Job description
 - Name of immediate supervisor
 - Responsibilities of the employee
 - Wage payment practices
 - Benefits
 - Conflict resolution procedures
 - Health and safety practices
- No less than two contacts per month with the DOR consumer and/or their employer postplacement to ensure job satisfaction upon acceptance of employment.

Work Experience Assistant

2. Service Goals/Number to be served

During fiscal year 2021-2022, it is expected that:

- There shall be 20 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 15 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 6 successful DOR closures.

During fiscal year 2022-2023, it is expected that:

- There shall be 20 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 15 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 6 successful DOR closures.

During fiscal year 2023-2024, it is expected that:

- There shall be 20 DOR consumers who receive Job Development, Placement and Follow-up services.
- There shall be 15 DOR consumers placed in employment consistent with the IPE goal.
- The placements shall result in 6 successful DOR closures.

H. Short Term Supports Service

1. Description of Service

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

This service is time-limited, proactive, and individualized to match the consumer's employment-related needs. The STS service focuses on assisting the DOR consumer to learn job duties, adjust to the work environment, and maintain CIE by developing natural supports within the employment

setting. STS is completed within 90 days, unless additional support is needed to ensure stabilization in the employment setting.

Work Experience Assistant

2. Service Goals/Number to be served

<u>During fiscal year 2021-2022</u>, it is expected that:

• There shall be 5 DOR consumers who receive Short Term Support Services.

<u>During fiscal year 2022-2023</u>, it is expected that:

There shall be 5 DOR consumers who receive Short Term Support Services.

<u>During fiscal year 2023-2024</u>, it is expected that:

• There shall be 5 DOR consumers who receive Short Term Support Services.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation Lodi USD Levi Van Fossen Lisa Chaves

Contract Administrator Program Coordinator 2550 Mariposa Mall, Rm 2000 1305 E. Vine Street Lodi, CA 95240

 (559) 444-2410 – phone
 (209) 331-7083 - phone

 (559) 445-2595 – fax
 (209) 331-8415 - fax

 Levi.VanFossen@dor.ca.gov
 Ichaves@lodiusd.net

IV. Linkages to Other Community Agencies

Lodi USD TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/consumers and avoid duplication of services:

- Regional Center
- One-Stop Center
- Community College
- Chamber of Commerce
- Family Resource Centers
- DRAIL

V. In Service Training

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train contract agency 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, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
- 2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
- 3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

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

C. Appropriate Expenditures

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

D. Invoice Claim Adjustments

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

E. Budget Contract Amendments

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

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

F. Travel Reimbursements

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

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

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

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

4. PROMPT PAYMENT CLAUSE

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

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

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

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

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

6. ACCOUNTING SYSTEM REQUIREMENTS

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

Lodi Unified School District TPP DOR Program Budget July 1, 2021 - June 30, 2024 FY FY FY 7/1/2023 to 7/1/2021 to 7/1/2022 to 6/30/2022 6/30/2023 6/30/2024 FTE <u>ITEM</u> **EXPENDITURE TOTAL TOTAL TOTAL** Rehabilitation Team Unit **Units** 0.75 0.75 0.75 1 FTE = \$110,377 \$82,783 \$82,783 \$82,783 Case Services 110,357 110,357 110,357 (Individual Consumer Expenses) **SUBTOTAL** \$193,140 \$193,140 \$193,140 Case Service Contract(s): **TOTAL DOR PROGRAM COST** \$193,140 \$193,140 \$193,140

Exhibit B.1 1

| Lodi USD TPP | | | | | | | | |
|--|---|---|---|--|--|--|--|--|
| Program Budget and Match Summary July 1, 2021 - June 30, 2024 | | | | | | | | |
| | FY 7/1/2021 to 6/30/2022 <u>TOTALS</u> | FY 7/1/2022 to 6/30/2023 <u>TOTALS</u> | FY 7/1/2023 to 6/30/2024 <u>TOTALS</u> | | | | | |
| DOR PROGRAM COSTS (From DOR Program Budget) | \$193,140 | \$193,140 | \$193,140 | | | | | |
| DOR Student Services Service Budget | \$1,328,413.00 | \$1,328,413.00 | \$1,328,413.00 | | | | | |
| VR Employment Services Service Budget (If Applicable) | \$63,000.00 | \$63,000.00 | \$63,000.00 | | | | | |
| TOTAL PAYMENT BY DOR TO CONTRACTOR \$1,391,413 \$1,391,413 (From Service Budget) | | | | | | | | |
| TOTAL FEDERAL COSTS | \$1,584,553 | \$1,584,553 | \$1,584,553 | | | | | |
| Certified Match (If applicable) | \$248,232 18.50% | \$248,232 18.50% | \$248,232 18.50% | | | | | |
| Total Federal Share | \$1,093,727 81.50% | \$1,093,727 81.50% | \$1,093,727 81.50% | | | | | |
| Cash Match (If applicable) | \$104,546 21.3% | \$104,546 21.3% | \$104,546 21.3% | | | | | |
| Total Federal Share | \$386,280 78.7% | \$386,280 78.7% | \$386,280 78.7% | | | | | |
| | | | | | | | | |

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.

\$352,778

\$352,778

\$352,778

TOTAL STATE MATCH

Exhibit B.1 2

STATE OF CALIFORNIA TPP SERVICE BUDGET- DOR STUDENT SERVICES

DEPARTMENT OF REHABILITATION

| Contractor Name and Address | July 1, Effective D Annual Salary Per FTE 5 \$139,669.54 2 \$117,063.73 6 \$122,679.73 2 \$76,113.56 9 \$50,260.66 4 \$60,545.46 2 \$126,119.36 0 \$64,143.76 | ate (Amening FTE) 4 0.600 3 0.875 3 0.500 3 0.880 3 0.750 9 8.000 5 2.000 6 0.500 3 0.875 | |
|--|---|---|--|
| Budget Period July 1, 2021 - June 30, 2022 Effective Date (Amendments Only) | July 1, Effective D Annual Salary Per FTE 5 \$139,669.54 2 \$117,063.73 6 \$122,679.73 2 \$76,113.56 9 \$50,260.66 4 \$60,545.46 2 \$126,119.36 0 \$64,143.76 | 2023 - Jun ate (Amen Annual FTE 4 0.600 3 0.875 3 0.500 3 0.880 6 0.750 9 8.000 5 2.000 6 0.500 3 0.875 | ### Amount Budgeted ### \$83,801.72 \$102,430.76 \$61,339.87 \$66,979.95 \$37,695.51 \$484,363.92 \$112,005.30 \$63,059.68 \$56,125.81 |
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| S | 4 \$60,545.45 2 \$56,002.65 2 \$126,119.36 0 \$64,143.78 | 8.000 5 2.000 6 0.500 3 0.875 | \$484,363.92 \$112,005.30 \$63,059.68 \$56,125.81 |
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| 15 (not to exceed 200 hrs @ \$39.00/hr) \$7,800.00 \$7,020.0 TPP Program Clerk Additional Time (not to exceed 100 hrs @ \$32.00/hr) \$3,200.00 \$1,600.0 TPP Work Experience Assistants Additional 17 Time (not to exceed 250 hrs @ 40hr) \$10,000.00 \$8,000.0 | 0 | | \$5,700.00 |
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| THE WORK Experience intern Additional Time | 0 | | \$8,000.00 |
| 18 (not to exceed 20 hrs @ \$22/hr) \$440.00 \$440.00 | 0 | | \$440.00 |
| 19 to exceed 100hrs @ \$64/hr) \$6,400.00 \$6,400.00 | | | \$4,800.00 |
| 20 Interpreting Services \$1,000.00 \$1,000.0 21 Consulting Services \$15,000.00 \$15,000.0 | | | \$1,000.00 \$7,500.00 |
| 21 Consuming Services \$15,000.00 \$15,000.00 22 Subtotal \$1,156,192.04 \$1,171,728.0 | | 1 | \$1,179,405.00 |
| 23 OPERATING EXPENSES | | | |
| 24 Office Supplies \$12,000.00 \$10,000.0 | | | \$6,900.00 |
| 25 Office Equipment Maintenance \$5,000.00 26 Theft Sensitive Items \$9,600.00 | | | \$5,000.00 \$5,600.00 |
| 26 Theft Sensitive Items \$9,600.00 \$6,400.0 27 Printing \$3,000.00 \$1,000.0 | | | \$1,000.00 |
| 28 Training \$6,000.00 \$5,000. | 0 | | \$3,000.00 |
| 29 Mileage/Travel \$11,250.00 \$11,513.0 | 0 | | \$9,736.00 |
| 30 Instructional Materials \$4,000.00 \$4,000.0 31 Communication \$1,000.00 \$1,000.0 | | | \$4,000.00 |
| 31 Communication \$1,000.00 \$1,000.00 32 Transportation \$9,000.00 \$9,000.00 | | | \$1,000.00 \$9,000.00 |
| 33 Software \$19,000.00 \$12,000.0 | 0 | | \$12,000.00 |
| 34 Rent \$1,198.00 \$599.0 | 0 | | \$599.00 |
| 35 Workplace Readiness Training \$7,630.00 \$7,630.00 | | | \$7,630.00 |
| 36 Work-based Learning \$18,000.00 \$18,000.0 37 Operating Subtotal \$106,678.00 \$91,142.0 | | | \$18,000.00 \$83,465.00 |
| 37 Operating Subtotal \$106,076.00 \$91,142.0 | 5 | | \$1,262,870.00 5.19% |
| 101 102 103 104 105 104 105 104 105 | 6 | | \$65,542.95 \$1,328,413 |

Exhibit B.1 3

LODI UNIFIED SCHOOL DISTRICT TPP SERVICE BUDGET NARRATIVE - DOR STUDENT SERVICES

BENEFITS

Variable benefits are calculated at a range of 19.5% - 30%. Lodi Unified provides PERS (20.7%) or STRS (16.15%) depending on the classification, Social security (6.2%), MediCare (1.45%), OPEB (1.93%) and unemployment (.05%). In addition, Lodi Unified provides health insurance portion at a fixed range of \$945 - \$11,081 depending on classification.

PERSONNEL

TPP Program Coordinator (Line 1)

Cooperative Program Duties

Coordinates Lodi USD TPP development and implementation. Oversees activities of TPP personnel and serves as liaison with DOR Team Manager and Contract Administrator.

Activities include:

- Supervises Cooperative Agency TPP staff
- Plans, organizes and directs the implementations, operations and evaluation of the TPP program
- Ensure program compliance with District, State and federal laws, rules and regulations
- Coordinates and facilitates parent and community involvement
- Provides leadership in establishing long and short-term plans and activities
- Compiles information and make recommendations regarding the needs, objectives and program
- Monitors program goals and client reports
- Communicates and collaborates with other administrators, district personnel, DOR staff and contracts to coordinate activities and programs, resolves issues and conflicts, and exchanges information
- Encourages and promotes increased communication and collaboration among all cooperative contract partners
- Monitors program expenditures and payments
- Maintains ongoing contact with DOR Team Manager and Contract Administrator
- Facilitates collaboration between DOR and school district personnel to assure successful partnership
- Coordinates TPP staff development activities to ensure that special education teachers understand and support DOR/TPP activities
- Develops linkages to other school district and community-based programs and support services that may benefit TPP students/DOR clients

Program Coordinator

Traditional Duties

- Coordinates the implementation of all special education programs and student services within assigned responsibilities.
- Provides guidance and supervision to assigned staff.

- Provides guidance to district staff members, and assigned staff on the development, implementation, and evaluation of special education programs so they are effectively aligned with and offer appropriate supplemental services to the district's core curriculum.
- Provides direction and oversight for the identification and placement of special education students.
- Works in cooperation with the Business Office (and other appropriate administrators) to develop, assign, and monitor district staffing allocations, special education entitlements, and specific site or program budgets/expenditures.
- Assists in the development and administration of district and site needs assessments to determine priorities for special education and student services.
- Oversee preparation of LEA Medi-Cal and MAA billing logs for all appropriate services delivered within assigned responsibilities.
- Review all information and records that are provided by school districts and other agencies.
 Coordinate and provide appropriate information to all teachers, principals, support providers, and other staff regarding incoming students.
- Coordinate and conduct Non-Violent Crisis Intervention training for teachers, paraeducators, support providers, and other staff within assigned responsibilities.
- Coordinate substitute services for special education and student services within assigned responsibilities.
- Provides district administration with on-going technical assistance to ensure that special education and student services being provided are in compliance with federal and state regulations, and serves as a liaison for these services between Lodi Unified School District and other districts, the County, State, and Federal Departments of Education.
- Assists in the development of district policies and rules pertaining to special education and student services and coordinates the preparation and presentation of reports to the Board of Education relative to the implementation of these services.
- Communicates legislative developments, California Department of Education regulations, and other relevant information.
- Provides community outreach, educating groups about special education and student services.
- · Participate in student IEP meetings as necessary.
- Provides related training to district staff and parents.
- Consults with the district negotiating team on matters that relate to his/her areas of assignment.
- Supervises and evaluates the job performance of assigned personnel.

TPP Program Supervisor (Line 2)

Cooperative Program Duties

Plan, organize and coordinate the operation of TPP Program at designated sites to ensure an efficient and effective program for TPP students/DOR clients. Provide highly responsible assistance to the TPP Program Coordinator.

- Serve as advisor to TPP Work Experience Assistants, making suggestions to adjust activities, resolve issues and conflicts, and exchange information.
- Monitor the efficient use of program resources, including the ordering and distribution of materials, and assist in the creation and distribution of materials to facilitate program activities
- Link youth to appropriate resources at the school and in the community
- Use a computer to access and prepare accurate attendance records, paperwork, reports, correspondence and forms for daily operations and special projects

- Conduct on-site visitations to observe methods, practices and procedures; analyze
 effectiveness of activities and ensure compliance with laws and regulations.
- Serve as advisor to the TPP Program Coordinator, making suggestions for revisions as necessary
- Attend, coordinate, plan and conduct staff meetings, trainings and workshops.
- Coordinates and monitors program activities and ensures that all requirements for the program are met.
- Works with TPP Staff to develop, plan, and implement the TPP Program.
- Develops linkages with other community agencies and resources to provide support and services to TPP students/DOR clients.
- Assists in gathering educational, psychological and functional information to be utilized by the DOR Counselor in the DOR eligibility and planning process for TPP students/DOR clients.
- Coordinate implementation and training of the TPP Matrix.
- Works directly with TPP Staff and students in Matrix activities.
- Monitor the Department's budgets; initiate purchase order requests for materials and services necessary to operate the program.
- Assist in monitoring program budget and expenditures in accordance with Federal, State and District guidelines, rules and regulations.
- Provide statistical, financial and progress reports as requested.

Program Supervisor

Traditional Duties

Plan, organize and coordinate the operation of student work programs at designated sites to ensure an efficient and effective program for identified youth at secondary school sites; train, supervise and evaluate assigned staff; monitor and maintain site allocations and expenditures, provide highly responsible assistance to the program coordinator.

- Monitor the Department's budgets; initiate purchase order requests for materials and services necessary to operate the Program.
- Assist in monitoring program budget and expenditures in accordance with Federal, State and District guidelines, rules and regulations.
- Provide statistical, financial and progress reports as requested.

TPP Special Education Teacher (Line3)

Cooperative Program Duties

Will provide the following services: DOR Student Services, Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, Counseling on Post-Secondary Education

- Develops TPP curriculum
- Coordinates TPP curriculum development in Cooperative Agency schools.
- Coordinates and instructs TPP Workplace Readiness Training
- Assesses TPP students/DOR client's progress
- Attends TPP staffing with DOR counselor
- Attends TPP monthly meetings
- Attends TPP quarterly meetings
- Coordinate and facilitate TPP Job Club
- Provides Instruction in Self-Advocacy for TPP students/DOR clients.

- Assists in the coordination of Work-based Learning Experiences
- Provides Counseling on Post-Secondary Education to TPP students/DOR clients

Special Education Teacher

Traditional Duties

Activities include:

- Provides instruction to IEP students on caseload
- Manages student IEP's and ITP's
- Manages students transition activities
- Coordinates students transitioning to College and Post-Secondary education
- Teaches Independent Study Courses

TPP Program Assistant (Line 4)

Cooperative Program Duties

Activities include:

- Assists with organization and completion of TPP/DOR paperwork, invoicing, creating forms, monitoring budgets, and tracking TPP student's/DOR client's hours and TPP Service Goals.
- In cooperation with DOR Counselor and TPP Work Experience Assistants, provides linkages
 to employment training, transportation assistance and other needed supports to enable TPP
 students/DOR clients to participate effectively in targeted job search and job placement
- · Assists with the preparation of the monthly certified time reports and summaries
- Organize and maintain monthly invoicing reports
- Maintain list of current TPP students/DOR clients enrolled in the program
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies.
- Maintains regular contact with DOR Counselor regarding progress of TPP students/DOR clients
- Participates in planning meetings with the DOR Counselor
- Obtains and tracks TPP students/DOR clients authorized work experience hours.
- Coordinates TPP students/DOR clients travel training and bus passes, interview clothing receipts

Program Assistant

Traditional Duties

Activities include:

- Review purchase requisitions, timecards, contracts and other documents for compliance with program regulations and District guidelines.
- Compile and prepare a variety of statistical information including required State reports and summary reports on staffing costs; provide cost data for new acquisitions of personnel, materials and services.
- Assist in the preparation of budgets and submit to the budget office for review and entry.

TPP Typist Clerk (Line 5)

Cooperative Program Duties

- Maintains accurate TPP student/DOR client case files and records.
- Process and track TPP student/DOR client intake paperwork.

- Coordinate with DOR Counselor on TPP student/DOR client intake process
- Maintain TPP student/DOR client PE list
- Track TPP student/DOR client consent forms
- Compile and send TPP student/DOR client quarterly and monthly progress reports to the DOR Counselor
- Assists in gathering educational, psychological and functional information to be utilized by the DOR Counselor in the DOR eligibility and planning process for TPP students/DOR clients
- Prepare intake packets for new PE clients

Typist Clerk

Traditional Duties

Activities include:

- Processes timecards and generates reports for classroom attendance
- Assists with filings, phone calls, mailing, purchasing supplies, getting bids, preparing letters and other documents
- Prepares outreach and recruitment packets
- Schedules and prepares for meetings
- Provides support to site coordinator
- Maintains site budgets

TPP Work Experience Assistant (10 Positions- Lines 6 & 7)

Cooperative Program Duties

Will provide the following services: DOR Student Services, Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, Counseling on Post-Secondary Education

- Provides outreach to explain program and determine interest in the TPP program
- Provides information to the Program Coordinator concerning TPP students/DOR clients progress
- Maintains records and files related to contract duties
- Complete monthly TPP students/DOR clients progress reports
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies.
- Assistance with connecting students with public agencies that support transition to employment and independent living.
- Meets with TPP students/DOR clients to determine appropriate work-based experiences related to their vocational interests and goals
- Contacts prospective employers to develop job opportunities for TPP students/DOR clients and prepare specific job analysis to facilitate job matching
- Conducts on-site job visitations for TPP students/DOR clients participating in Work-based Learning Experiences
- Monitors TPP student's/DOR client's specific skills, job training plan and mobility transportation plan
- Assists with coordination of bus schedules and routes for TPP students/DOR clients
- Provides job destination/mobility training such as following TPP students/DOR clients during travel time to and from Work-based Learning Experience sites, monitoring the TPP student's/DOR client's mobility transportation plan

- Coordinates Work Experience placements
- Helps with the delivery of DOR Student Services
- Participates in planning meetings with the DOR Counselor and TPP students/DOR clients
- Job orientation at Work Experience sites
- Organize and facilitate job club
- Assistance in integration into the work environment or with changes in the work environment for Work Experience placements
- Ongoing contact with the TPP students/DOR clients and/or supervisor for individuals participating in Work Experience placements.
- Maintains contact with TPP students/DOR clients through text, phone, and email.

Traditional Duties

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore, there are no traditional agency duties.

TPP Work Experience Assistant (2 Positions- Line 8)

Cooperative Program Duties

Will provide the following services: DOR Student Services, Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, Counseling on Post-Secondary Education

- Provides outreach to explain program and determine interest in the TPP program
- Provides information to the Program Coordinator concerning TPP students/DOR clients progress
- Maintains records and files related to contract duties
- Complete monthly TPP students/DOR clients progress reports
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies.
- Assistance with connecting students with public agencies that support transition to employment and independent living.
- Meets with TPP students/DOR clients to determine appropriate work-based experiences related to their vocational interests and goals
- Contacts prospective employers to develop job opportunities for TPP students/DOR clients and prepare specific job analysis to facilitate job matching
- Conducts on-site job visitations for TPP students/DOR clients participating in Work-based Learning Experiences
- Monitors TPP student's/DOR client's specific skills, job training plan and mobility transportation plan
- Assists with coordination of bus schedules and routes for TPP students/DOR clients
- Provides job destination/mobility training such as following TPP students/DOR clients during travel time to and from Work-based Learning Experience sites, monitoring the TPP student's/DOR client's mobility transportation plan
- Coordinates Work Experience placements
- Helps with the delivery of DOR Student Services
- Participates in planning meetings with the DOR Counselor and TPP students/DOR clients
- Job orientation at Work Experience sites
- Organize and facilitate job club

- Assistance in integration into the work environment or with changes in the work environment for Work Experience placements
- Ongoing contact with the TPP students/DOR clients and/or supervisor for individuals participating in Work Experience placements.
- Maintains contact with TPP students/DOR clients through text, phone, and email.

Work Experience Assistant

Traditional Duties

- Delivers Transition Activities for 14-15 year old WorkAbility I students
- Maintains and provides student information on WorkAbilityl services for annual state report
- Coordinates community interviews for 14-15 year old WorkAbility I students
- Follow-Up with exited students

TPP Work Experience Assistant (1 Position- Line 9)

Cooperative Program Duties

Will provide the following services: DOR Student Services, Job Exploration Counseling, Workplace Readiness Training, Work-based Learning Experiences, Instruction in Self Advocacy, Counseling on Post-Secondary Education

- Provides outreach to explain program and determine interest in the TPP program
- Provides information to the Program Coordinator concerning TPP students/DOR clients progress
- Maintains records and files related to contract duties
- Complete monthly TPP students/DOR clients progress reports
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies.
- Assistance with connecting students with public agencies that support transition to employment and independent living.
- Meets with TPP students/DOR clients to determine appropriate work-based experiences related to their vocational interests and goals
- Contacts prospective employers to develop job opportunities for TPP students/DOR clients and prepare specific job analysis to facilitate job matching
- Conducts on-site job visitations for TPP students/DOR clients participating in Work-based Learning Experiences
- Monitors TPP student's/DOR client's specific skills, job training plan and mobility transportation plan
- Assists with coordination of bus schedules and routes for TPP students/DOR clients
- Provides job destination/mobility training such as following TPP students/DOR clients during travel time to and from Work-based Learning Experience sites, monitoring the TPP student's/DOR client's mobility transportation plan
- Coordinates Work Experience placements
- Helps with the delivery of DOR Student Services
- Participates in planning meetings with the DOR Counselor and TPP students/DOR clients
- Job orientation at Work Experience sites
- Organize and facilitate iob club
- Assistance in integration into the work environment or with changes in the work environment for Work Experience placements

- Ongoing contact with the TPP students/DOR clients and/or supervisor for individuals participating in Work Experience placements.
- Maintains contact with TPP students/DOR clients through text, phone, and email.

TPP Work Experience Assistant

Traditional Duties

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore, there are no traditional agency duties. The remainder of the position time is on the VR Employment Services Service Budget.

TPP Work Experience Assistant (1 Position- Line 10)

Cooperative Program Duties

Will provide the following services: Work-based Learning Experience, Workplace Readiness Training Activities include:

- Coordinates Work Experience placements for TPP students/DOR clients
- Helps with the delivery of Workplace Readiness Training

Traditional Duties

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore, there are no traditional agency duties. The remainder of the position time is on the VR Employment Services Service Budget.

TPP Work Experience Assistant Intern (1 Position- Line 11)

Cooperative Program Duties

Will provide the following services: DOR Student Services, Workplace Readiness Training, Workbased Learning Experiences, and Instruction in Self Advocacy

Activities include:

- Assist TPP students/DOR clients with job orientation skills at Work Experience sites
- Assist TPP students/DOR clients with understanding and performing job tasks at Work Experience sites
- Assist TPP students/DOR clients to understand and cope with supervision at the participant's Work Experience worksite
- Assist TPP students/DOR clients with strategies to improve coworker and/or supervision consultation for individuals participating in Work-based Learning Experience
- Assist TPP students/DOR clients with integrating into the work environment or adapting to changes in the work environment for individuals participating in Work-based Learning Experience
- Assist TPP students/DOR clients with self-advocacy skills
- Attend a variety of meetings and conferences; participate on assigned committees

Work Experience Assistant Intern (1 Position)

Traditional Duties

- Assist students with job orientation skills
- Assist students with understanding and performing job tasks
- Assist students with self-advocacy skills and understanding
- · Attend a variety of meetings and conferences; participate on assigned committees

TPP Categorical Program Assistant (1 Position- Line 12)

Cooperative Program Duties

Activities include:

- Assists with organization and completion of TPP/DOR paperwork, invoicing, creating forms, and monitoring budgets.
- Organize and maintain student/client progress reports
- Assist in maintaining student/client files
- Maintains regular contact with DOR Counselor regarding progress of TPP students/DOR clients

Categorical Program Assistant (1 Position)

Traditional Duties

Activities include:

- Gather, assemble, tabulate, check and file financial and statistical data related to categorical programs Compile a variety of statistical data in the areas of budget, staffing costs and expenditures of funds for a variety of categorical programs
- Maintain records for categorical purchases, staffing costs and school categorical budgets
- Utilize a computer for basic data and statistical entries; create ledgers, spreadsheets, staffing and salary records and forms used for categorical programs
- Review a variety of forms and materials for completeness, accuracy and conformance with established regulations and procedures; review purchase orders and maintain records of sites expending categorical funds
- Assist with purchasing and accounting departments to resolve questions or problems with categorical orders as necessary; troubleshoot on behalf of school sites
- Answer inquiries and provide information requiring a knowledge of standards, procedures, rules and regulations, programs and policies
- Prepare and type memorandums and other documents
- Perform miscellaneous clerical duties as assigned

TPP Program Supervisor (Additional Time)

Additional work hours will consist of activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Special Education Teacher (Additional Time)

Additional work hours will consist of activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Program Assistant (Additional Time)

Additional work hours will consist of activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Program Clerk (Additional Time)

Additional work hours will consist of activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Work Experience Assistants (Additional Time)

Additional work hours will consist of activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Work Experience Intern (Additional Time)

Additional work hours will consist of activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

TPP Program Specialist (Additional Time)

Will facilitate Teacher Trainings on DOR Student Services and Transition.

Additional work hours will consist of activities not included in the regular assignment and outside of regular work ours (i.e. after school hours, summer break, winter/spring breaks and holidays)

Interpreting Services:

Contracted services to provide sign language interpreting to deaf students during DOR Student Services Activities. Direct language interpreting (Spanish, Punjabi, Vietnamese), and additional language as needed to students and their families during DOR Student Services Activities.

Consulting Services:

Contracted services to provide consultation regarding State and Federal Laws, rules and regulations in the area of Secondary Transition. Analyze program outcomes and student data for the TPP program to guide program development moving forward.

OPERATING EXPENSES

Office Supplies

General office supplies necessary for staff to perform DOR Student Services duties as required under the contract. (Examples include but are not limited to; pens, paper, flash-drives, stapler, staples, binders, paperclips, postage and toner).

Office Equipment Maintenance

Maintenance costs for copy machines and printers. Equipment will be used to print and copy materials for use in delivery of DOR Student Services to TPP students/DOR clients. Equipment will also be used to print/copy materials for record keeping and community outreach. These machines will be used only for TPP program activities and services. Maintenance costs will be charged in whole to the TPP program.

Theft Sensitive Items

Nonexpendable items purchased with contract funds that have a normal life expectancy of one year or more but have a purchase price of less than \$5,000 per item. TPP Work Experience Assistance will utilize computers in the provision of DOR Student Services, such as communicating with supervisors and TPP students/DOR clients regarding Work Experience placements, development of employment portfolios, and documenting TPP student/DOR client progress in services.

Items to be purchased and estimated costs are:

FY 21/22:

7 Computers @ \$800 each

4 Printer/Scanner @ 1000 each

FY 22/23:

8 Computers @ \$800 each

FY 23/24:

7 Computers @ \$800 each

Printing

Cost of producing cooperative contract forms, records of TPP students/DOR clients, employer information flyers, TPP newsletters, business cards for TPP staff, laminating, binding, training materials and other documents relating to program operation.

Training

Registration and fees for contract staff to attend training or to bring in a trainer to provide training related to contract services (e.g., current trends in technology related to job placement, job skill development, labor laws/labor market trends, career and vocational preparation). Training must be pre-approved in writing by the DOR Contract Administrator.

Mileage/Travel

Reimbursement for mileage expenses when contract staff use their own private vehicles in the provision of contract services such as, local job development, job coaching, monitoring and other program related activities. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates

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. DOR Contract Administrator written prior approval is required for all travel costs associated with training attendance.

Instructional Materials

Instructional supplies for TPP students/DOR clients for use in the Transition Partnership Program. These items may include vocational curriculum, videos, vocational and career assessment materials, portfolio development materials or other appropriate vocational guidance materials.

Communication

Cost of monthly cell phone service charges to support communication with DOR counselors and TPP students/DOR clients. Monthly fee for internet service at off campus office location.

Transportation

Costs for transporting clients in chartered vehicles for the provision of contract services (e.g., school district vans or bus service).

Software

The TPP Program will purchase software and programs related to curriculum and program staff needs. These computer programs will be made available to TPP Program staff and will be used only for and by TPP students/DOR clients and Lodi Unified School District TPP Program staff.

Rent

Meeting space rental for Employer and Parent Meetings that focus on DOR Student Services. Full day rental cost \$599 (Large meeting room = 407 sq. ft. at 1.47/sq. ft. x 2 days = \$1198).

Workplace Readiness Training

Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. Total amount budgeted is based on the anticipated number of TPP students receiving transportation training multiplied by the prevailing local student bus pass rates.

Bus Pass costs estimated per fiscal year as follows:

150 (31 day) bus passes @ \$41 each

20 (1 day 10pk) bus passes @ \$41 each

22 (1 ride 10pk) bus passes @ \$30 each

6150 + 820 + 660

Work-based Learning:

Costs for the purchase of shoes, work clothing, and uniforms required to participate in a work-based learning experience(s). Total amount budgeted is based on the anticipated number of TPP students to participate in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per TPP student.

FY 1 = 120 students @\$150.00 each = \$18,000

FY 2 = 120 students @\$150.00 each = \$18,000

FY 3 = 120 students @\$150.00 each = \$18,000

INDIRECT/ADMINISTRATIVE OVERHEAD

Percentage of direct program costs for general management and support. This includes the Lodi USD Budget Department, Accounting Department, Human Resources, Operations Department, and Maintenance. Rate used is the rate calculated and approved annually by the California Department of Education.

Indirect Costs are allowable costs incurred by an organization which support the activities of a program or contract but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2CFR Part, 215, 220, 230 Office of Budget Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

STATE OF CALIFORNIA TPP SERVICE BUDGET - VR EMPLOYMENT SERVICES

DEPARTMENT OF REHABILITATION

| | Antendrient | | | | | | | | | |
|------------------------------|---|------------------------------|-----------|--------------|------------------------------|------------|--------------|---------------|------------|--------------|
| | actor Name and Address | Contract Number | | | Federal ID Number | | | Page X of X | | |
| Lodi Unified School District | | | | | | 94-1054700 | | | | |
| 1305 E. Vine Street | | Budget Period | | | Budget Period | | | | udget Per | |
| Lodi, | CA 95240 | July 1, 2021 - June 30, 2022 | | | July 1, 2021 - June 30, 2022 | | | July 1, 2 | 023 - June | e 30, 2024 |
| | | Effective Da | te (Amend | lments Only) | Effective Da | te (Amend | Iments Only) | Effective Da | te (Amend | lments Only) |
| | | | | | 1 | | | | | |
| Line | | Annual Salary | Annual | Amount | Annual Salary | Annual | Amount | Annual Salary | Annual | Amount |
| No. | PERSONNEL-Position Title & Time Base | Per FTE | FTE | Budgeted | Per FTE | FTE | Budgeted | Per FTE | FTE | Budgeted |
| | Work Experience Assistant Sal/Bene | | | | | | | | | |
| | 1 FTE =40 hrs/wk, 209 Days/12mo (1 | | | | | | | | | |
| | position) | \$56,405.33 | 0.750 | \$42,304.00 | \$57,533.15 | 0.750 | \$43,149.86 | \$58,683.53 | 0.750 | \$44,012.65 |
| | 1 FTE =40 hrs/wk, 209 Days/12mo (1 | | | | | | | | | |
| | position) | \$61,653.00 | 0.125 | \$7,706.63 | \$62,886.06 | 0.125 | \$7,860.76 | \$64,143.78 | 0.125 | \$8,017.97 |
| | Work Experience Assistant Additional Time | | | | | | | | | |
| 3 | (not to exceed 50 hours @ \$40/ hr) | | | \$2,000.00 | | | \$2,000.00 | | | \$2,000.00 |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
| 10 | Subtotal | | | \$52,010.62 | | | \$53,010.62 | | | \$54,030.62 |
| 11 | OPERATING EXPENSES | | | | | | | | | |
| 12 | Office Supplies | | | \$1,525.00 | | | \$1,225.00 | | | \$1,225.00 |
| 13 | Theft Sensitive | | | \$800.00 | | | \$800.00 | | | |
| 14 | Mileage/Travel | | | \$2,556.00 | | | \$2,056.00 | | | \$2,036.00 |
| 15 | Training | | | \$1,000.00 | | | \$800.00 | | | \$600.00 |
| | Communication | | | \$1,700.00 | | | \$1,700.00 | | | \$1,700.00 |
| 17 | Software | | | \$300.00 | | | \$300.00 | | | \$300.00 |
| 18 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 20 | Operating Subtotal | | | \$7,881.00 | | | \$6,881.00 | | | \$5,861.00 |
| 21 | Personnel and Operating Subtotal | | | \$59,891.62 | | | \$59,891.62 | | | \$59,891.62 |
| 22 | Indirect Rate Percentage | | | 5.19% | | | 5.19% | | | 5.19% |
| 23 | Indirect Cost | | | \$3,108.38 | | | \$3,108.38 | | | \$3,108.38 |
| | TOTAL (rounded to nearest dollar) | | | \$63,000 | | | \$63,000 | | | \$63,000 |
| | | | | | | · | * | * | | |

Exhibit B.1

LODI UNIFIED SCHOOL DISTRICT TPP SERVICE BUDGET NARRATIVE – VR EMPLOYMENT SERVICES

BENEFITS

Variable benefits are calculated at a range of 19.5% - 30%. Lodi Unified provides PERS (20.7%) or STRS (16.15%) depending on the classification, Social security (6.2%), MediCare (1.45%), OPEB (1.93%) and unemployment (.05%). In addition Lodi Unified provides health insurance portion at a fixed range of \$945 - \$11,081 depending on classification.

PERSONNEL

TPP Work Experience Assistant

Will provide the following services: Vocational Rehabilitation Employment Services: Employment Preparation, Job Development, Placement and Follow-up, Short Term Supports

<u>Cooperative Program Duties</u>

- Provides outreach to explain the TPP program and determine interest
- Provides information to the TPP Program Coordinator concerning TPP students/DOR clients' progress
- Maintains records and files related to contract duties
- Complete monthly TPP student/ DOR client progress reports
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies for TPP students/DOR clients.
- Assistance with connecting TPP students/DOR clients with public agencies that support transition to employment and independent living.
- Meets with TPP Work Experience Assistants and TPP students/DOR clients to discuss needs, experience, vocational interests and goals as it relates to IPE goals
- Contacts prospective employers to develop job opportunities for TPP students/DOR clients and prepare specific job analysis to facilitate job matching
- Provides individualized job development and job placement assistance to TPP students/DOR clients who need on-going support
- Conducts on-site job visitations with TPP students/DOR clients
- Monitors TPP students/DOR clients specific skills, job training plan and mobility transportation plan
- Assists with coordination of bus schedules and routes for TPP students/DOR clients placed in employment
- Provide job destination/mobility training such as following TPP students/DOR clients during travel time to and from job sites, monitoring the TPP students'/DOR clients' mobility transportation plan
- Participates in planning meetings with the DOR Counselor and TPP students/DOR clients
- Provide job orientation training to TPP students/DOR clients at their work site
- Teach TPP students/DOR clients specific job tasks
- Organize and facilitate job club
- Provide assistance to TPP students/DOR clients as they integrate into the work environment and/or as changes occur in the work environment
- Maintain ongoing contact with the TPP students/DOR clients and/or employer to ensure continued job satisfaction.

• Maintain contact with TPP students/DOR clients through text, phone and emails to schedule appointments, send out job leads and follow up.

Traditional Duties

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore, there are no traditional agency duties. The remainder of the position time is on the DOR Student Services Service Budget.

TPP Work Experience Assistant

Will provide the following services: Vocational Rehabilitation Employment Services: Employment Preparation

Cooperative Program Duties

Activities include:

- Provides outreach to explain the TPP program and determine interest
- Provides information to the TPP Program Coordinator concerning TPP students/DOR clients' progress
- Maintains records and files related to contract duties
- Complete monthly TPP student/ DOR client progress reports
- Develop and maintain informal linkages and collaborative relationships with numerous community agencies for TPP students/DOR clients.
- Assistance with connecting TPP students/DOR clients with public agencies that support transition to employment and independent living.
- Contacts prospective employers to develop job opportunities for TPP students/DOR clients and prepare specific job analysis to facilitate job matching
- Participates in planning meetings with the DOR Counselor and TPP students/DOR clients
- Maintain contact with TPP students/DOR clients through text, phone and emails to schedule appointments, send out job leads and follow up.

Traditional Duties

This position was created exclusively to provide a unique service under the cooperative contract with DOR; therefore, there are no traditional agency duties. The remainder of the position time is on the DOR Student Services Service Budget.

TPP Work Experience Assistant (Additional Time)

Additional work hours will consist of activities not included in the regular assignment and outside of regular work hours (i.e. after school hours, summer break, winter/spring breaks and holidays).

OPERATING EXPENSES

Office Supplies

General office supplies necessary for staff to perform VR Employment Services duties as required under the contract. (Examples include but are not limited to; pens, paper, stapler, staples, binders, paperclips and toner).

Theft Sensitive

Nonexpendable items purchased with contract funds that have a normal life expectancy of one year or more but have a purchase price of less than \$5,000 per item. TPP Work Experience Assistance will utilize computers in the provision of DOR Student Services, such as communicating with

supervisors and TPP students/DOR clients regarding Work Experience placements, development of employment portfolios, and documenting TPP student/DOR client progress in services.

Items to be purchased and estimated costs are:

2 Computers @ \$800 each

Mileage/Travel

Reimbursement for mileage expenses when contract staff use their own private vehicles in the provision of contract services such as, local job development, job coaching, monitoring and other program related activities. Reimbursement rates not to exceed the California Department of Human Resources (CalHR) designated rates.

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. DOR Contract Administrator written prior approval is required for all travel costs associated with training attendance.

Training

Registration and fees for contract staff to attend training or to bring in a trainer to provide training related to contract services (e.g., current trends in technology related to job placement, job skill development, labor laws/labor market trends, career and vocational preparation). Training must be pre-approved in writing by the DOR Contract Administrator.

Communication

Cost of monthly cell phone service charges to support communication with DOR counselors and TPP students/DOR clients.

Software

The TPP Program will purchase software and programs related to curriculum and program staff needs. These computer programs will be made available to TPP Program staff and will be used only for and by TPP students/DOR clients and Lodi Unified School District TPP Program staff.

INDIRECT/ADMINISTRATIVE OVERHEAD

Percentage of direct program costs for general management and support. This includes the Lodi USD Budget Department, Accounting Department, Human Resources, Operations Department, and Maintenance. Rate used is the rate calculated and approved annually by the California Department of Education.

Indirect Costs are allowable costs incurred by an organization which support the activities of a program or contract but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2CFR Part, 215, 220, 230 Office of Budget Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

July 1, 2021 - June 30, 2024

Contractor Name and Address

Lodi Unified School District 1305 E Vine Street Lodi, CA 95240 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.

| | | | | below expenditures shall come from Federal Funds. | | | | | |
|--|--------------------------|---------------|----------------------------|---|---------------|----------------------------|-----------------------------|---------------|----------------------------|
| Item Expenditure | July 1 | , 2021 - Jui | ne 30, 2022 | July 1, 2022 - June 30, 2023 July 1, 2023 - Jur | | | ne 30, 2024 | | |
| 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 |
| TPP Special Education Teacher SAL/BENE FTE= 7 hrs a day 185 days a year | \$76,379.07 | 0.75 | \$57,284.30 | \$76,379.07 | 0.75 | \$57,284.30 | \$76,379.07 | 0.75 | \$57,284.30 |
| TPP Special Education Teacher SAL/BENE FTE= 7 hrs a day 185 days a year TPP Special Education Teacher SAL/BENE | \$76,379.07 | 0.75 | \$57,284.30 | \$76,379.07 | 0.75 | \$57,284.30 | \$76,379.07 | 0.75 | \$57,284.30 |
| FTE= 7 hrs a day 185 days a year TPP Special Education Teacher SAL/BENE | \$76,379.09 | 0.50 | \$38,189.55 | \$76,379.09 | 0.50 | \$38,189.55 | \$76,379.09 | 0.50 | \$38,189.55 |
| FTE= 7 hrs a day 185 days a year TPP Special Education Teacher SAL/BENE | \$76,379.09 | 0.50 | \$38,189.55 | \$76,379.09 | 0.50 | \$38,189.55 | \$76,379.09 | 0.50 | \$38,189.55 |
| FTE= 7 hrs a day 185 days a year TPP Special Education Teacher SAL/BENE | \$76,379.07 | 0.25 | \$19,094.77 | \$76,379.07 | 0.25 | \$19,094.77 | \$76,379.07 | 0.25 | \$19,094.77 |
| FTE= 7 hrs a day 185 days a year TPP Special Education Teacher SAL/BENE FTE= 7 hrs a day 185 days a year | \$76,379.07 | 0.25 | \$19,094.77 | \$76,379.07 | 0.25 | \$19,094.77 | \$76,379.07 | 0.25 | \$19,094.77 |
| FTE- Tills a day 100 days a year | \$76,379.07 | 0.25 | \$19,094.77 | \$76,379.07 | 0.25 | \$19,094.77 | \$76,379.07 | 0.25 | \$19,094.77 |
| Personnel Subtotal OPERATING EXPENSES | | | \$248,232.00 | | | \$248,232.00 | | | \$248,232.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| Operating Subtotal Personnel and Operating Subtotal | | | \$248,232.00 | | | \$248,232.00 | | | \$248,232.00 |
| TOTAL EXPENDITURES "CERTIFIED" | | | \$248,232 | | | \$248,232 | | | \$248,232 |

Exhibit B.1

LODI UNIFIED SCHOOL DISTRICT CERTIFIED EXPENDITURE BUDGET NARRATIVE

BENEFITS

Variable benefits are calculated at a range of 19.5% - 30%. Lodi Unified provides PERS (20.7%) or STRS (16.15%) depending on the classification, Social security (6.2%), MediCare (1.45%), OPEB (1.93%) and unemployment (.05%). In addition Lodi Unified provides health insurance portion at a fixed range of \$945 - \$11,081 depending on classification.

PERSONNEL

TPP Special Education Teacher (7 Positions)

Provides DOR Student Services to TPP students/DOR clients in cooperation with the DOR Counselor. (Students ages 16-21)

Cooperative Program Duties

Direct activities include:

- Instructs TPP Workplace Readiness Training
- Provides Instruction in Self-Advocacy
- Assists in coordination of Work-based Learning Experiences
- Provides Job Exploration and Counseling
- Provides Counseling on Post-Secondary Education

Special Education Teacher (7 Positions)

Traditional Duties

- Provides instruction to IEP students on caseload
- Manages student IEP's and ITP's
- Manages students transition activities
- Coordinates students transitioning to College and Post-Secondary education

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

EXHIBIT D (Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

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

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

2. DISPUTES

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

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

3. RIGHT TO TERMINATE

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

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

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

5. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

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

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

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

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

- ii. <u>Automobile Liability</u> (**If Applicable**) For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
 - For public schools and for-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity up to 7 people (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 8 –15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,500,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.
- For non-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity of up to 15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

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

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

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

6. CONFLICT OF INTEREST

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

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to <u>consumer information</u> as set forth in 34 Code of Federal Regulations, Section 361.28 and Title 9, California Code of Regulations, Section 7140 et seq., and <u>personal information</u> as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
 - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

- 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
- 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: 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.

8. AUDIT AND REVIEW REQUIREMENTS

- A. General Audit and Review Requirements
 - The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided, and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
 - 2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
 - 3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.

- Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 5. Contractor agrees to maintain such records for possible audit for a minimum of 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 Contractor 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 Contractor and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

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

10.USE OF SUBCONTRACTOR(S)

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

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and

- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

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

11. POTENTIAL SUBCONTRACTORS

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

12. CONTRACT AMENDMENTS

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

13.SOFTWARE

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

14.THEFT SENSITIVE ITEMS

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

The following items, regardless of cost must be inventoried:

- 1. Computers/printers
- 2. Laptops/tablets
- 3. Copiers/fax
- 4. Smart phones/cell phones
- 5. Other 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.

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

15. ATTRIBUTION

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

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

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

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

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

EXHIBIT E (Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

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

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

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

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

4. PROHIBITION ON TAX DELINQUENCY

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

(Franchise Tax Board) https://www.ftb.ca.gov/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.
 - 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.
 - Subject: Discrimination on the basis of age.
 Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
 Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

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

7. AMERICANS WITH DISABILITIES ACT (ADA)

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

EXHIBIT F (COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

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

For Agreements that include **CASH MATCH**:

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

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

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

4. DOR'S CONTRACT MONITORING

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

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

- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
 - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized DOR consumers.

EXHIBIT G ADDITIONAL PROVISIONS

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

II. TRANSPORTATION

The Contractor will provide transportation to 7 student/DOR clients including the driver.