California State Preschool Program
Continued Funding Application Fiscal Year 2022–23

California Sate Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022–23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 *CCR*). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022–23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022–23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022–23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022–23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – CSPP Contractor Information

Legal Name of CSPP Contractor: Gilroy Unified School District

CSPP Contractor *Doing Business As* (DBA): Gilroy Unified State Preschool

Headquartered County: 43 Santa Clara

Vendor Number: 6948

Executive Director Name: Dr. Deborah A. Flores

Executive Director Telephone Number: (669) 205 - 4000

Executive Director Fax Number: (408) 847 - 4717

Executive Director Email Address: debbie.flores@gilroyunified.org

Legal Business Address: 7810 Arroyo Circle

City: Gilroy

Zip Code: 95020

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA: Beatrice Magdaleno

Title of Contact Person Completing the CFA: Early Childhood Administrator

Contact Person Telephone Number: (669) 205 - 7960

Contact Person Email Address: beatrice.magdaleno@gilroyunified.org

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

CSPP Type

- ☐ Full-Day/Full-Year
- ☑ Part-Day/Part-Year
- ☐ Family Childcare Home Education Network

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

Section III – CSPP Contractor's Officers and Board of Directors Information

Does the CSPP contractor have a board of directors? (●) Yes ( ) No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

( ) Yes (●) No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstancesleading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Mark W. Good	Board President	(669) 205-4091	7810 Arroyo Circle, Gilroy CA 95020	mark.good@gilroyunified.org
Linda Piceno	Board Vice President	(669) 205-4091	7810 Arroyo Circle, Gilroy CA 95020	linda.piceno@gilroyunified.org
Melissa Aguirre	Board Member	(669) 205-4091	7810 Arroyo Circle, Gilroy CA 95020	melissa.aguirre@gilroyunified.org

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Enrique Diaz	Board Member	(669) 205-4091	7810 Arroyo Circle, Gilroy CA 95020	enrique.diaz@gilroyunified.org
Tuyen Fiack	Board Member	(669) 205-4091	7810 Arroyo Circle, Gilroy CA 95020	tuyen.fiack@gilroyunified.org
Michelle Nelson	Board Member	(669) 205-4091	7810 Arroyo Circle, Gilroy CA 95020	michelle.nelson@gilroyunified.org
James E. Pace	Board Member	(669) 205-4091	7810 Arroyo Circle, Gilroy CA 95020	james.pace@gilroyunified.org

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

Section IV – Program Narrative

A. Please select the box below if the CSPP contractor **does not** have programmatic **or** calendar changes to their CSPP.

☑ No changes

B. Please select all applicable fields below if the CSPP contractor **does** have programmatic **or** calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp.

Note: Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contractMaximum Reimbursable Amount (MRA).

☐ Programmatic change

☐ Calendar change

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

Section V – CSPP Personnel Certification

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the California *Education Code (EC)*; and the *California Code of Regulations*, Title 5 *(5 CCR)*; and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

Signature of the CSPP Contractor's Authorized Representative:	
Printed Name and Title of the CSPP Contractor's Authorized Representative:	Dr. Deborah A. Flores, Superintendent
Date of Signature:	
Authorized Representative's Telephone Number:	(669) 205 - 4000
Authorized Representative's Email Address:	debbie.flores@gilroyunified.org

Contractor Name: Gilroy Unified School District

Vendor #: 6948 **County:** 43 Santa Clara

Section VI – Subcontract Certification

A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

(●) No subcontractors

B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp.

( ) Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence tothe required subcontract provisions contained in the 5 *CCR*, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of the CSPP Contractor's Authorized Representative:	
Printed Name and Title of the CSPP Contractor's Authorized Representative:	Dr. Deborah A. Flores, Superintendent
Date of Signature:	
Authorized Representative'sTelephone Number:	(669) 205 - 4000
Authorized Representative's EmailAddress:	debbie.flores@gilroyunified.org

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor's Board of Directors or other governing authority toexecute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interestrequirements associated with their positions on the board and have reported all knownconflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it istrue and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicableprogram statutes and regulations, including:
    - Subcontracting requirements, including competitive bidding, CDE approval, andaudit requirements in 5 *CCR.*
    - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code.*
    - Cost reimbursement requirements, including reimbursable and non-reimbursablecosts, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 *CCR*, Accounting and reporting requirements in 5 *CCR.*
    - Operational and programmatic requirements.

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Signature of the CSPP Contractor's Authorized Representative:	
Printed Name and Title of the CSPP Contractor's Authorized Representative:	Dr. Deborah A. Flores, Superintendent
Date of Signature:	
Authorized Representative's Telephone Number:	(669) 205 - 4000
Authorized Representative's Email Address:	debbie.flores@gilroyunified.org

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

Section VIII – Certification of CSPP Contractor Information in the Child Development Management Information System

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at https://www4.cde.ca.gov/cdmis/default.aspx.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

Gilroy Unified School District

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- CSPP Family Child Care Home Education Network (FCCHEN) provider summary information

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

Gilroy Unified School District

as of the date this certification is signed.

Program Director/Authorized Representative Signature: Beatrice Magdaleno

Date Signed:

Printed Name of Program Director/Authorized Representative:

Beatrice Magdaleno, Early Childhood Administrator

Child Development Division
Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **Gilroy Unified School District (6948)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **Gilroy Unified School District (6948)** as of the date this certification was signed.

Beatrice Magdaleno
Program Director/Authorized Representative Signature Date Signed

Beatrice Magdaleno
Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Beatrice Magdaleno

Date Generated: 11/10/2021

Assigned CDD Consultant: Amy Silva

Contractor Name:	Vendor #:	County:
Gilroy Unified School District	6948	43 Santa Clara

Section IX – Required Attachments

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp.

A. **Fiscal Year 2022–23 Program Calendar (ELCD-9730)**

B. **Payee Data Record (STD. 204) (Non-public agencies only)**

C. **Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**

D. **Secretary of State (Non-public agencies only)**

E. **Verification of School District Name and Address (Public agencies only)**

F. **Program Narrative Change (ELCD 3704A) (As applicable)**

G. **Subcontractor Certification (ELCD 3704B) (As applicable)**

H. **California Civil Rights Laws Certification (CO-005)**

I. **Contractor Certification Clauses (CCC 04/2017)**

J. **Federal Certification (CO.8)**

K. **For Public Agencies only, include a copy of the agency's board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**

Contractor Name: Gilroy Unified School District

Vendor #: 6948

County: 43 Santa Clara

Section X – CFA Checklist

Section	Section Description	Page	Check
Section I	CSPP Contractor Information	2	☑
Section II	CSPP Contract Type	3	☑
Section III	CSPP Contractor's Officers and Board of Directors Information	4	☑
Section IV	Program Narrative	5	☑
Section V*	**CSPP Personnel Certification**	6	☑
Section VI*	**Subcontractor Certification**	7	☑
Section VII*	**CSPP Contractor Certification**	8	☑
Section VIII*	**Certification of CSPP Contractor Information in the CDMIS Database**	10	☑
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	☑
Section IX B.*	**State of California, Payee Data Record (STD. 204) (non-public agencies only)**	11	☐
Section IX C.*	**Payee Data Record Supplement (STD. 205) (Non-public agencies only)**	11	☐
Section IX D.	Secretary of State search results (non-public agencies only)	11	☐
Section IX E.	Verification of School District Name and Address search, as applicable	11	☑
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	☐

Contractor Name: Gilroy Unified School District

Vendor #: 6948

County: 43 Santa Clara

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	☐
Section IX H.*	**California Civil Rights Laws Certification (CO-005)**	11	☑
Section IX I.*	**Contractor Certification Clauses (CCC 04/2017)**	11	☑
Section IX J.*	**Federal Certification (CO.8)**	11	☑
Section IX K.*	**For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable**	11	☑

All Sections must be included in the CFA package, as applicable
***Bolded sections require a signature**

California Department of Education
Early Education Division

EED-9730
October 2021

Fiscal Year 2022–23 Program Calendar

Name of CSPP Contractor	Vendor Number	County	Contract Type
Gilroy Unified School District	6948	43 - Santa Clara	CSPP Part-Day/Part Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2022

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	*	*	*	*	*	*

July Days of Operation 0

August 2022

Sun	M	Tu	W	Th	F	Sat
*	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	X	X	X	20
21	X	X	X	X	X	27
28	X	X	X	*	*	*

August Days ofOperation 11

September 2022

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	30	*

September Days of Operation 20

First Quarter Subtotal 31

October 2022

Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	14	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

October Days of Operation 20

November 2022

Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	11	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	X	X	X	*	*	*

November Days of Operation 16

December 2022

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December Days of Operation 12

Second Quarter Subtotal 48

January 2023

Sun	M	Tu	W	Th	F	Sat
1	2	X	X	X	X	7
8	X	X	X	X	X	14
15	16	X	X	X	20	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

January Days of Operation 19

February 2023

Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	20	21	22	23	24	25
26	X	X	*	*	*	*

February Days of Operation 15

March 2023

Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	24	25
26	X	X	X	X	X	*

March Days of Operation 22

Third Quarter Subtotal 56

April 2023

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	3	4	5	6	7	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	*	*	*	*	*	*

April Days of Operation 15

May 2023

Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	29	X	X	*	*	*

May Days of Operation 22

June 2023

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	*

June Days of Operation 7

Fourth Quarter Subtotal 44

Total Days of Operation 179

EED Consultant Initials (for CDE use only)

Date approved by EED Consultant (for CDE use only)

Gilroy Unified

County	Santa Clara
District	Gilroy Unified List of active district's schools
CDS Code	43 69484 0000000
District Address	7810 Arroyo Cir. Gilroy, CA 95020-7313 Google Map
Mailing Address	7810 Arroyo Cir. Gilroy, CA 95020-7313
Phone Number	(669) 225-4000
Fax Number	(408) 847-4717
Email	debbie.flores@gilroyunified.org
Web Address	www.gilroyunified.org
Superintendent	Deborah Flores Superintendent (669) 205-4090 debbie.flores@gilroyunified.org
Chief Business Official	Alvaro Meza Assistant Superintendent, CBO (669) 205-4080 alvaro.meza@gilroyunified.org
Status	Active
District Type	Unified School District
Low Grade	P
High Grade	Adult
NCES/Federal District ID	0615180
CDS Coordinator (Contact for Data Updates)	Kermit Schrock (669) 205-4031 Request Data Update(s)
Last Updated	October 5, 2017

Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the "Directory"), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education's Accreditation and Quality Assurance web page.

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

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

1. Proposer/Bidder Firm Name (Printed):
   Gilroy Unified School District
2. Federal ID Number:
   77-0123255
3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
   Dr. Deborah A. Flores, Superintendent
5. Date Executed:

6. Executed in the County and State of:
   Santa Clara, California

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Gilroy Unified School District	77-0123255

By (Authorized Signature)

Printed Name and Title of Person Signing

Dr. Deborah A. Flores, Superintendent

Date Executed	Executed in the County of
	Santa Clara

CONTRACTOR CERTIFICATION CLAUSES

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

California Department of Education
Fiscal and Administrative Services Division
CO-007 (Rev. 04/2020)

FEDERAL CERTIFICATIONS

Certifications regarding lobbying, debarment, suspension and other responsibility matters; and drug-free workplace requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82 "New restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The Certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

(a.)No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b.)If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c.)The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

(a.)Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b.)Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.)Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a.)Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b.)Establishing an on-going drug-free awareness program to inform employees about-

(1.)The danger of drug abuse in the workplace;

(2.)The grantee's policy of maintaining a drug-free workplace;

(3.)Any available drug counseling, rehabilitation, and employee assistance programs; and

(4.)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c.)Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d.)Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

(1.)Abide by the terms of the statement; and

(2.)Notify the employer in writing of his or her conviction for a violation;

(e.)Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1.)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2.)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g.)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Address: 7810 Arroyo Circle

City: Gilroy

State: California

Zip Code: 95020

☑ Check if there are workplaces on file that are not identified here.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(a.)As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b.)If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT:

Gilroy Unified School District

CONTRACT #:

CSPP-1559

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Dr. Deborah A. Flores, Superintendent

SIGNATURE:

DATE: