



Fiscal Year 2023–24 Continued Funding

Early Education Division

DUE DATE: December 9, 2022

Overview

Contractors holding a current California State Preschool Program (CSPP) contract, and if applicable a Prekindergarten and Family Literacy Support (CPKS) contract, who wish to be considered for continued funding for fiscal year (FY) 2023–24 must complete this application for continued funding. The FY 2023–24 Continued Funding Application (CFA) Overview and Instructions may be accessed on the [CFA web page](#).

Upon completion of this CFA, the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and CPKS services for FY 2023–24, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Contract Terms and Conditions (CT&Cs) that will be incorporated into the 2023–24 CSPP contract, and all CPKS CT&Cs, as applicable. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew its contract for FY 2023–24 and is willing to, and does accept, all of the terms and conditions of the 2023–24 CSPP contract and, if applicable the 2023–24 CPKS contract, which will be provided to the CSPP contractor no later than June 1, 2023.

Please also note that contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. 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, 2023, pursuant to the *California Code of Regulations*, Title 5 (5 CCR) Section 17828. Contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and, if applicable, CPKS services for FY 2023–24, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP and CPKS CT&Cs that will be incorporated into the 2023–24 contract, as applicable.

If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2023–24, if approved, may be delayed.

Contractors that wish to reject the terms of the FY 2023–24 CSPP and/or CPKS contract must provide the CDE with a written notice that the terms of the contract(s) are rejected by emailing ChildDevelopmentContracts@cde.ca.gov on or before June 30, 2023. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2023–24 CSPP and, as applicable, the CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have a contract(s) in effect for FY 2023–24. Note that while contractors who currently receive CPKS funding may reject their 2023–24 CPKS contract, they cannot reject their 2023–24 CSPP contract and still receive funding under a CPKS contract since CPKS funding is tied to having a CSPP contract.

If a contractor wishes to terminate the contract for any reason during the FY 2023–24 contract term, the contractor shall notify the CDE of its intent to terminate the contract at least 90 calendar days in advance of contract termination and shall follow CCR 17795.

Instructions

All application fields are required for submission of the application unless otherwise noted as optional. The application is structured into the following sections:

Section I: Contractor Information
Section II: Contract and Program Type
Section III: Contractor's Officers and Board of Directors Information
Section IV: Program Narrative
Section V: Personnel Certification
Section VI: Subcontract Certification
Section VII: Contractor Certification
Section VIII: Certification of Contractor Information in the CDMIS
Section IX: Required Attachments
Section X: CFA Checklist

The CFA must be signed by the District Superintendent, Charter School Administrator, or authorized designee with authority to submit applications for funding on behalf of the Local Education Agency (LEA).

If you do not intend to complete the CFA in one session, you must select the **Save Responses** button located on the bottom of the screen. Once selected, you will be redirected to a new browser window to enter your email address. You will receive an email with a unique web address for entrance back into the CFA. It is recommended that you save the application web address. If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I: Contractor Information

Contractor Legal Name:

Tahoe Truckee Unified School District

Contractor "Doing Business As" (DBA):

Truckee Preschool

Headquartered County:

29 Nevada ▼

Vendor Number:

6694

Executive Director Name:

Annamarie Cohen

Executive Director Telephone Number: (999-999-9999)

530-582-2565

Executive Director Email Address:

acohen@ttusd.org

Legal Business Address:

11603 Donner Pass Rd.

City:

Truckee

Zip Code:

96161

Is Mailing Address different from Legal Business Address?☐ Yes☒ No**Name of Person Completing the CFA:**

Cindy Maciel

Title of Person Completing the CFA:

Cindy Maciel

Contact Person Telephone Number: (999-999-9999)

530-582-2521

Contact Person Email Address:

cmaciel@ttusd.org

Section II: Contract and Program Type

Part 1: Contract and Program Type

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the FY 2023–24. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Contract Type: *(select all that apply)*

☒ CSPP

☐ CPKS

Does the CSPP operate a Family Childcare Home Education Network?

☐ Yes

☒ No

ProgramType: *(select all that apply)*

☐ Full-Day/Full-Year

☒ Part-Day/Part-Year

☐ Full-Day/Part-Year

☐ Part-Day/Full-Year

Part 2: Funded Enrollment

Insert the number of children your agency expects to enroll with the CSPP contract for each county services are provided, as applicable.

How many counties does your agency operate in?

2 ▼

County 1 Information

Select the County Name:

29 Nevada ▼

Number of Children to be
Enrolled in Part-Day CSPP in
County 1:

20

Number of Children to be
Enrolled in Full-Day CSPP in
County 1:

0

Total Number of Children to be
Enrolled in County 1:

20

County 2 Information

Select the County Name:

31 Placer ▼

Officer #2:

Officer 2 First Name:

Dianna

Officer 2 Last Name:

Driller

Officer 2 Title:

Trustee Area 5

Officer 2 Telephone Number
(999-999-9999):

530-581-4001

Officer 2 Mailing Address:

11603 Donner Pass Rd, Truckee, CA
96161

Officer 2 Email Address:

ddriller@ttusd.org

Officer #3:

Officer 3 First Name:

Denyelle

Officer 3 Last Name:

Nishimori

Officer 3 Title:

Trustee Area 4

Officer 3 Telephone Number
(999-999-9999):

530-582-2500

Officer 3 Mailing Address:

11603 Donner Pass Rd, Truckee, CA
96161

Officer 3 Email Address:

dnishimori@ttusd.org

Officer #4:

Officer 4 First Name:

Cris

Officer 4 Last Name:

Hennessey

Officer 4 Title:

Trustee Area 3

Officer 4 Telephone Number
(999-999-9999):

530-582-2500

Officer 4 Mailing Address:

11603 Donner Pass Rd, Truckee, CA
96161

Officer 4 Email Address:

chennessey@ttusd.rog

Officer #5:

Officer 5 First Name:

Pat

Officer 5 Last Name:

Mooney

Officer 5 Title:

Trustee Area 1

Officer 5 Telephone Number
(999-999-9999):

530-582-2500

Officer 5 Mailing Address:

11603 Donner Pass Rd, Truckee, CA
96161

Officer 5 Email Address:

pmooney@ttusd.org

Number of Children to be
Enrolled in Part-Day CSPP in
County 2:

4

Number of Children to be
Enrolled in Full-Day CSPP in
County 2:

0

Total Number of Children to be
Enrolled in County 2:

4

Total Number of CSPP Children to be Enrolled: *(Add the total from each county.)*

24

To request a change to these numbers during the fiscal year, the contractor must submit a Program Narrative Change to request approval from their assigned regional consultant. The new "Number of Children" must also be reported during the Program Self Evaluation survey.

Section III: Contractor's Officers and Board of Directors Information

Does the contractor have a board of directors?

☒ Yes

☐ No

How many officers and board members/governing individuals does your agency have? *(If there are more than 10, please complete this section and email CFA@cde.ca.gov with any additional members and their contact information.)*

5

Officer #1:

Officer 1 First Name:

Kirsten

Officer 1 Last Name:

Livak

Officer 1 Title:

Trustee Area 2

Officer 1 Telephone Number:
(999-999-9999)

530-550-9820

Officer 1 Mailing Address:

11603 Donner Pass Rd, Truckee CA
96161

Officer 1 Email Address:

klivak@ttusd.org

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

Section IV: Program Narrative

Does the contractor have programmatic or calendar changes?

- ☐ Yes
☒ No

Section V: Personnel Certification

The State of California requires any contractor receiving early education and care funding, disbursed by the CDE, to employ fully qualified personnel as stipulated in the California *Education Code (EC)*; and the 5 CCR; and the CT&Cs.

I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services 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.

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- ☒ Yes
☐ No

Printed Name of the Contractor's Authorized Representative:

Carmen Diaz Ghysels

Title of the Contractor's Authorized Representative:

Superintendent CLO

Certification Date: (MM/DD/YYYY)

Authorized Representative's Telephone Number: (999-999-9999)

530-582-2550

Authorized Representative's Email Address:

cghysels@ttusd.org

Section VI: Subcontract Certification

Does the Contractor have subcontractors?

- ☐ Yes
☒ No

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- ☒ Yes
☐ No

Printed Name of the Contractor's Authorized Representative:

Carmen Diaz Ghysels

Title of the Contractor's Authorized Representative:

Superintendent CLO

Certification Date: (MM/DD/YYYY)

Authorized Representative's Telephone Number: (999-999-9999)

530-582-2550

Authorized Representative's Email Address:

cghysels@ttusd.org

Section VII: Contractor Certification

Under penalty of perjury, I certify the following: *(Each box below must be selected in order to continue with the application.)*

- ☒ I am authorized by the contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract and CPKS contract if applicable for FY 2023–24, 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 June 30, 2023.
- ☒ On behalf of the 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 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 or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- ☒ I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.

I am familiar with and will ensure that the contractor complies with all applicable program statutes and regulations, including but not limited to: *(Each box below must be selected in order to continue with the application.)*

- ☒ Subcontracting requirements, including competitive bidding, CDE approval, and audit 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 EC.
- ☒ Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, and accounting and reporting requirements in 5 CCR.
- ☒ Operational and programmatic requirements.

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2023–24 and, if approved, is willing to, and does accept, all terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2023. The contractor may reject the FY 2023–24 contract by providing the CDE with a written notice of rejection no later than June 30, 2023. Contractors that wish to reject the terms of the FY 2023–24 contract must provide written notice that the terms of the contract are rejected by emailing ChildDevelopmentContracts@cde.ca.gov on or before June 30, 2023. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2023–24 CSPP and/or CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have a contract in effect for FY 2023–24.

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- ☒ Yes
☐ No

Printed Name of the Contractor's Authorized Representative:

Carmen Diaz Ghysels

Title of the Contractor's Authorized Representative:

Superintendent CLO

Certification Date: (MM/DD/YYYY)

1/11/2023

Authorized Representative's Telephone Number: (999-999-9999)

530-582-2550

Authorized Representative's Email Address:

cghysels@ttusd.org

Section VIII: Certification of Contractor Information in the CDMIS

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](#).

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 Tahoe Truckee Unified School District and updates, additions, or deletions have been submitted as needed for information in all of the areas below: (Each box below must be selected in order to continue with the application.)

- ☒ 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, if applicable

To the best of my knowledge, the information on the CDMIS website reflects accurate information for Tahoe Truckee Unified School District as of the date this certification is signed.

AGREEMENT: By signing this application electronically, I, the District Superintendent, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

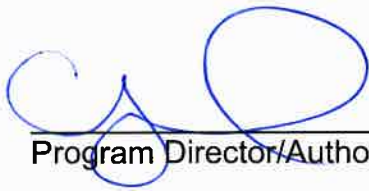
- ☒ Yes
☐ No

Child Development Division Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **Tahoe-Truckee Unified Sch Dist (6694)** 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

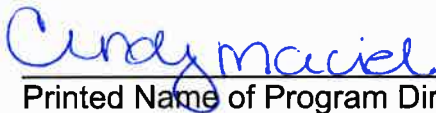
To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **Tahoe-Truckee Unified Sch Dist (6694)** as of the date this certification was signed.



Program Director/Authorized Representative Signature

12/21/22

Date Signed



Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Cindy Maciel

Date Generated: 11/29/2022

Assigned CDD Consultant: Nadia Kersey

EESD Contractor Data Sheet

Agency Name: **Tahoe-Truckee Unified Sch Dist**

County: **Placer**

Vendor Number: **6694**

Assigned Consultant: **Nadia Kersey**

Headquarters Address

Mailing Address:

Street Address: 11603 Donner Pass Road

City: Truckee

State: CA

Zip: 96161

Executive Director and Contact Information

Name: Mrs. Annamarie Cohen

Title: Executive Director

Email: acohen@ttusd.org

Phone: (530)582-2565

FAX: (530)582-2566

Program Director Information:

Name:

Cindy Maciel

Contact Information:

Phone: 530-582-2521

FAX:

Email: cmaciel@ttusd.org

Address:

11603 Donner Pass Road

Truckee, CA 96161

Contract Information:

Contract #

CSPP2354

MRA

\$210,105.00

Program Director

Cindy Maciel

EESD Contractor Data Sheet

Site

Truckee State Preschool
11661 Donner Pass Road
Truckee, CA 96161-

Site and Office Information

Vanessa Alcaraz, Site Supervisor
(530)582-2658

License Type	License #	Hours of Operation	Capacity
Day Care Center	293606211	8:00 am - 5:00 pm	21

EESD Contractor Data Sheet

Number of Children Served in Sites, Offices, or Licensed Family Child Care Homes

The number of children served displayed in the various sections below is based on information that is updated annual by contractor staff as part of the Continued Funding Application process. The numbers represent enrollment on a specific date that was identified in the Continued Funding Application. The numbers do not represent actual services throughout the year.

Site

Number of children served by age group

Truckee State Preschool

Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP2354	0	0	0	0	14	32	2

EESD Contractor Data Sheet

Total Children Served by Contract

Contract	Infants	Toddlers	Pre School	School Age	CSPP only		
					3 yrs	4yrs	Other
CSPP2354	0	0	0	0	14	32	2

EESD Contractor Data Sheet

Agency Name: **Tahoe-Truckee Unified Sch Dist**

County: **Placer**

Vendor Number: **6694**

Assigned Consultant: **Nadia Kersey**

Headquarters Address

Mailing Address:

Street Address: 11603 Donner Pass Road

City: Truckee

State: CA

Zip: 96161

Executive Director and Contact Information

Name: Mrs. Annamarie Cohen

Title: Executive Director

EMail: acohen@ttusd.org

Phone: (530)582-2565

FAX: (530)582-2566

Program Director Information:

Name:

Cindy Maciel

Contact Information:

Phone: 530-582-2521

FAX:

Email: cmaciel@ttusd.org

Address:

11603 Donner Pass Road

Truckee, CA 96161

Contract Information:

Contract #

CSPP2354

MRA

\$210,105.00

Program Director

Cindy Maciel

EESD Contractor Data Sheet

Site

Truckee State Preschool
11661 Donner Pass Road
Truckee, CA 96161-

Site and Office Information

Vanessa Alcaraz, Site Supervisor
(530)582-2658

License Type	License #	Hours of Operation	Capacity
Day Care Center	293606211	8:00 am - 5:00 pm	21

EESD Contractor Data Sheet

Number of Children Served in Sites, Offices, or Licensed Family Child Care Homes

The number of children served displayed in the various sections below is based on information that is updated annual by contractor staff as part of the Continued Funding Application process. The numbers represent enrollment on a specific date that was identified in the Continued Funding Application. The numbers do not represent actual services throughout the year.

Site

Number of children served by age group

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Contract	Infants	Toddlers	Pre School	School Age	CSPP		
					3 yrs	4 yrs	Other
CSPP2354	0	0	0	0	14	32	2

EESD Contractor Data Sheet

Total Children Served by Contract

Contract	Infants	Toddlers	Pre School	School Age	CSPP only		
					3 yrs	4yrs	Other
CSPP2354	0	0	0	0	14	32	2

Printed Name of Program Director/Authorized Representative:

Cindy Maciel

Certification Date: (MM/DD/YYYY)

Section IX – Required Attachments

All attachments and/or documentation below must be completed and current for this CFA and attached to this application for this CFA and included when submitting the CFA. Download, complete, and save attachments A-L, as applicable, from the [CFA web page](#).

All applicants are required to upload the Program Calendar (EED 9730), California Civil Rights Laws Certification (CO-005), Contractor Certification Clauses (CCC), and Federal Certification (CO.8) into the online application system. Public agencies and non-public agencies each have their own documentation requirements, as noted below, that must be uploaded into the online application system.

These files should be saved into a single zip file for uploading into the system as only one file can be uploaded per applicant. No additional information included in the zip file will be reviewed. The zip file size limit is 20MB. To learn more about zip files and how to create them, visit [Microsoft Support](#).

Which forms will be included in the uploaded zip file? (Select all that apply; Items with an asterisk indicate a signature is required.)

- ☒ A. Fiscal Year 2023–24 Program Calendar (EED 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 (EED 3704A) (as applicable)
- ☐ G. Subcontractor Certification (EED 3704B) (as applicable) *
- ☐ H. CSPP License Exemption Self-Certification (as applicable) *
- ☒ I. California Civil Rights Laws Certification (CO-005) *
- ☒ J. Contractor Certification Clauses (CCC) *
- ☒ K. Federal Certification (CO.8) *
- ☒ L. Agency's board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable (public agencies only) *

Upload the required attachments selected above to the application by selecting the attach icon below.

ref:0000000986:Q70

Submitting the CFA

Note: Print a copy of your completed CFA for your records before submitting it. By selecting the **Print** button below, you will be redirected to a new browser window to print the form. **You must return to the previous browser window to submit your CFA to the CDE.**

Once you select the **Submit** button below, your CFA will be sent to the CDE and you will be redirected to the CDE CFA web page. An automatically generated email will be sent to the email address(es) provided on your CFA. Please check your email account's spam folder if you do not receive a confirmation email to your inbox. There is an additional step to complete your application contained in the confirmation email you will receive.

Fiscal Year 2023-24 Program Calendar

California Department of Education

Early Education Division

10/1/2022

Instructions

Complete the Contractor Information section below.
The Subtotals section will automatically total the number of operating days entered for each month.
Each tab below represents a different month in Fiscal Year 2023-2024. For each month, put a "1" for each day of operation and a "0" for a non-operational day.
The sheet will auto-total the number of days of operation for you and add all totals from each month on this cover sheet.

Contractor Information

Name of CSPP Contractor:	Tahoe Truckee Unified School District
Vendor Number:	6694
County:	31
Contract Type:	CSPP

Subtotals



Note: The following fields are locked and are automatically calculated

First Quarter:	22
Second Quarter:	56
Third Quarter:	54
Fourth Quarter:	48
Total Days of Operation:	180

CDE Signature (CDE Use Only)

EED Consultant Initials:	[EED Consultant Initial]
Date approved by EED Consultant:	[Date approved by EED Consultant]

Tahoe-Truckee Unified

County	Placer
District	Tahoe-Truckee Unified List of active district's schools
CDS Code	31 66944 0000000
District Address	11603 Donner Pass Rd. Truckee, CA 96161-4953 Google Map 
Mailing Address	11603 Donner Pass Rd. Truckee, CA 96161-4953
Phone Number	(530) 582-2500
Fax Number	(530) 582-7606
Email	cghysels@ttusd.org
Web Address	www.ttusd.org 
Superintendent	Mrs. Carmen Ghysels Superintendent Chief Learning Officer (530) 582-2500 cghysels@ttusd.org
Chief Business Official	Todd Rivera Executive Director, Business Services (530) 582-2500 Ext. 20420 trivera@ttusd.org
Status	Active
District Type	Unified School District
Low Grade	P
High Grade	Adult
NCES/Federal District ID	0638770

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):
Tahoe Truckee Unified School District
2. Federal ID Number:
94-6003109
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
Carmen Diaz Ghysels, Superintendent Chief Learning Officer
5. Date Executed:
1/11/23
6. Executed in the County and State of:
Nevada County, 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
Tahoe Truckee Unified School District	94-6033109
By (Authorized Signature)	

Printed Name and Title of Person Signing	
Carmen Diaz Ghysels, Superintendent Chief Learning Officer	
Date Executed	Executed in the County of
1/11/2023	Nevada County, California

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.

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 on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "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 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, 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 that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and 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 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

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) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) 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 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

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 shall 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)

Tahoe Truckee Unified School District
Truckee Elementary
11911 Donner Pass Rd.
Truckee, CA 96161

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- 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 numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

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

NAME OF APPLICANT (CONTRACTOR)

Tahoe Truckee Unified School District

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Carmen Diaz Ghysels, Superintendent CLO

SIGNATURE

DATE

1/11/2023