



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 5.f

Meeting Date: October 21, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

**Prepared by: Craig Veramay, Assistant Library
and Recreation Director
Gabriela Farias, Senior Recreation Supervisor**

City Manager Approval: 

**TOPIC: CALIFORNIA STATE PRESCHOOL PROGRAM CONTINUED FUNDING
APPLICATION AND RENEWAL OF CONTRACT FOR FISCAL YEAR 2025-26**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY OF SAN RAFAEL TO APPLY FOR
CONTINUED FUNDING AND RENEWAL OF CALIFORNIA STATE PRESCHOOL
PROGRAM CONTRACT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION**

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing:

1. The City of San Rafael to submit the Continued Funding Application (CFA) to the California Department of Education (CDE) to renew an existing contract to provide California State Preschool Program (CSPP) services for Fiscal Year 2025-26; and
2. The City Manager to designate both the Assistant Library and Recreation Director and Senior Recreation Supervisor for Childcare Programs as authorized representatives of the City to sign the CFA and all related contract documents for Fiscal Year 2025-26.

BACKGROUND:

[Assembly Bill 2759 \(Chapter 308, Statutes of 2008\)](#) created the California State Preschool Program (CSPP). This program consolidated the funding for preschool, pre-kindergarten, family literacy, and general childcare center-based programs serving eligible three- and four-year-old children to create the CSPP. The City of San Rafael has operated the Pickleweed Preschool Program, which is located at 40 Canal St. In Pickleweed Park, since 1997. The Pickleweed Preschool program is a 100% subsidized program that serves 68 income-eligible children and families by providing both part-day and full-day services that include a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The City of San Rafael administers this program, and partners with other local agencies, colleges, community-action agencies, and private nonprofit agencies to provide supplemental services.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Pickleweed Preschool relies on the renewal of the CSPP contract as a primary source of funding to provide these services. The preschool is designed to facilitate the transition to kindergarten for three-year-old and four-year-old children. Each child is given the opportunity to prepare and develop at their own pace under the supervision and care of City childcare staff. Each year, the program establishes goals for each child to build a foundation of skills needed to succeed in their future schooling and society. The City Council previously approved CSPP grant funding for the Pickleweed Preschool at its [November 30, 2023](#), meeting.

ANALYSIS:

The City of San Rafael has had an existing agreement with the California Department of Education (CDE) to operate the Pickleweed Preschool as a CSPP contractor since 1997. Contractors holding a current CSPP contract who wish to be considered for continued funding for Fiscal Year (FY) 2025–26 must complete a Continuation of Funding Application (CFA). Contractors who apply for and are approved for continued funding do not need to sign a contract with the Department of Education to provide CSPP services for FY 2025–26. Contracts will be automatically renewed in accordance with all applicable federal and state laws and contract terms and conditions.

By authorizing the CFA, the City is indicating that it wishes to automatically renew its contract for FY 2025–26 and accepts all the terms and conditions of the 2025–26 CSPP contract, which will be provided to the City no later than June 1, 2025. Contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. If the CDE determines our agency will not be renewed for a subsequent contract year, we will be notified in writing no later than April 7, 2025, pursuant to the California Code of Regulations, Title 5 (5 CCR) Section 17828.

City staff recommend authorizing the CFA and renewing our CSPP contract to continue providing this incredibly valuable program. This funding is essential for the City to continue providing preschool services at Pickleweed Preschool.

Historically, the CSPP contract award has not covered all expenses associated with operating Pickleweed Preschool. Annually, the CDE establishes Maximum Reimbursable Amounts (MRA) for contractors based on the number of children enrolled in the program, federal and state laws, and the Contract Terms and Conditions. FY 2025-26 CSPP funding has not been finalized and will depend on program enrollment. For FY 2024-25, the CDE has contracted with the City to provide an MRA of \$510,697 in grant funding, representing 74% of the expected operating expenses of the program for FY 2025-26. This is an increase in funding from last fiscal year when the CDE provided \$466,229, representing 69% of expected costs.

In recent years, the City has received supplemental one-time ARPA funding, CDE Cost of Care disbursements outside the CSPP contract, Marin Childcare Council Safety Net grant funds, and First 5 Marin grants, which have supplemented the CSPP grant. The City does not expect to receive additional ARPA funds in FY 2025-26, and the CDE has not confirmed whether one-time Cost of Care disbursements will be available. The City applied for but did not receive the First 5 Marin grant in FY 2024-25; staff expect to reapply for this grant in FY 2025-26. Because of these changes, staff are projecting a possible shortfall in the FY 2025-26 budget. The City has sufficient Fund Balance within the Pickleweed Preschool Fund (Fund 260) to support operations in FY 2025-26, and City staff are actively pursuing additional funding sources to supplement the CSPP grant.

FISCAL IMPACT: The following table provides a summary of the projected revenue sources supporting the Pickleweed Preschool Program budget in FY 2025-26:

Pickleweed Preschool (Fund 260) Program Budget	
Revenue Sources:	FY25-26 (projected)
<i>California Department of Education State Preschool Program</i>	<i>\$510,697</i>
Safety Net (Marin Childcare Council)	\$20,000
Available (Prior Year) Fund Balance	<u>\$152,591</u>
Total Revenues	\$683,288
Expenditures:	
Personnel	\$620,248
Non-Personnel	\$63,040
Total Expenditures:	\$683,288

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the resolution as proposed to authorize the City to apply for continued funding and renewal of our agreement with the California Department of Education as a CSPP contractor for Fiscal Year 2025-26.
2. Do not adopt the resolution, resulting in the City declining the opportunity to receive a grant from the California Department of Education.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution authorizing:

1. The City of San Rafael to submit the Continued Funding Application (CFA) to the California Department of Education (CDE) to renew an existing contract to provide California State Preschool Program (CSPP) services for Fiscal Year 2025-26; and
2. The City Manager to designate both the Assistant Library and Recreation Director and Senior Recreation Supervisor for Childcare Programs as authorized representatives of the City to sign the CFA and all related contract documents for Fiscal Year 2025-26.

ATTACHMENTS:

1. Resolution
2. Continued Funding Application Fiscal Year 2025-2026

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF SAN RAFAEL TO APPLY FOR CONTINUED FUNDING AND RENEWAL OF CALIFORNIA STATE PRESCHOOL PROGRAM CONTRACT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION

WHEREAS, the City operates the Pickleweed Preschool at the Pickleweed Children's Center; and

WHEREAS, the City desires to provide no-cost preschool programming to low-income families from East San Rafael through programming at the Pickleweed Children's Center; and

WHEREAS, the State of California has awarded the City of San Rafael funds for subsidy of the Pickleweed Preschool Program since 1997; and

WHEREAS, the City desires to enter into a funding agreement with the California Department of Education for the purpose of providing childcare and child development services.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of San Rafael does hereby authorize:

1. The City of San Rafael to submit the Continued Funding Application (CFA) to the California Department of Education (CDE) to renew an existing contract to provide California State Preschool Program (CSPP) services for Fiscal Year 2025-26; and
2. The City Manager to designate both the Assistant Library and Recreation Director and Senior Recreation Supervisor for Childcare Programs as authorized representatives of the City to sign the CFA and all related contract documents for Fiscal Year 2025-26.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael held on Monday, the 21st of October 2024 by the following vote, to wit:

AYES: **COUNCILMEMBERS:**
NOES: **COUNCILMEMBERS:**
ABSENT: **COUNCILMEMBERS:**

Lindsay Lara, City Clerk

Fiscal Year 2025–26 Continued Funding Application
DUE DATE: 5:00p.m. November 1, 2024

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) 2025–26 must complete this application for continued funding. The FY 2025–26 CFA Overview and Instructions may be accessed on the California Department of Education (CDE) CFA web page located at <https://www.cde.ca.gov/sp/cd/ci/cfa2526.asp>. Contractors are strongly encouraged to review the CFA Overview and Instructions before and after completion of the CFA and associated documents to confirm that the application and forms submitted for their agency have been completed in accordance with all applicable instructions.

Current 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 2025–26. Contracts will be automatically renewed in accordance with all applicable federal and state laws and Contract Terms and Conditions (CT&Cs). By signing this CFA, the contractor is indicating that it wishes to automatically renew its contract(s) for FY 2025–26 and accepts all of the terms and conditions of the 2025–26 CSPP contract, and if applicable the 2025–26 CPKS contract, which will be provided to the contractor no later than June 1, 2025.

Upon receipt of this CFA, the CDE will review the application and may contact your agency seeking additional information. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2025–26 may be delayed.

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, 2025, pursuant to the *California Code of Regulations*, Title 5 (5 CCR) Section 17828.

Contractors that wish to reject the terms of the FY 2025–26 CSPP and/or CPKS contract must provide the CDE with a written notice that the terms of the contract(s) are rejected by sending an email to EarlyEducationContracts@cde.ca.gov on or before June 30, 2025. 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 2025–26 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 contract(s) in effect for FY 2025–26. Contractors cannot reject their CSPP contract and still receive funding under a CPKS contract as CPKS funding is tied to having a CSPP contract. If no notice is sent to the CDE, the contract will be automatically renewed, and no further action will be required from the contractor.

If a contractor wishes to terminate the contract for any reason during the FY 2025–26 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 5 CCR 17795.

If you have any questions regarding the CFA, please contact the CFA team by sending an email to CFA@cde.ca.gov.

Section I – Contractor Information	
Contractor Legal Name:	
Contractor “Doing Business As” (DBA):	
Headquartered County:	
Vendor Number:	
Executive Director Name:	
Executive Director Telephone Number:	
Executive Director Email Address:	
Legal Business Address:	
City:	
Zip Code:	
Mailing Address:	
City:	
Zip Code:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Contact Email Address:	

Contractor Name

Vendor #

Section II, Part I – Contract and Program Type

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2025–26. 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

Does the CSPP operate any sites on Tribal reservations or Tribal Trust Lands?

Yes

No

If yes, please indicate the name(s) of the Tribe(s) and each Tribal affiliated site:

Program Type *(select all that apply)*

Full-Day/Full-Year

Part-Day/Part-Year

Full-Day/Part-Year

Part-Day/Full-Year

REQUIRED DOCUMENT: A completed program calendar (EED 9730) form is required. If the contractor operates both a full-day and a part-day program, a separate program calendar (EED 9730) must be submitted for each.

Contractor Name

Vendor #

Section II, Part II – Projected Enrollment
Insert the number of subsidized 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?
1. County Name: Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County:
2. County Name: Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County:
3. County Name: Number of Children to be Enrolled in Part-Day CSPP in the County: Number of Children to be Enrolled in Full-Day CSPP in the County: Total Number of Children to be Enrolled in the County:
Total Number of CSPP Children to be Enrolled:

Contractor Name

Vendor #

Section III – Contractor’s Officers and Board of Directors Information				
Does the contractor have a board of directors?		<div>Yes</div> <div>No</div>		
If no, please explain the entity type and the governance structure, including the number of owners and partnerships.				
List all officers and board members/governing individuals (i.e., owner, director, etc.). Attach additional sheets as necessary.				
Name	Title	Telephone Number	Mailing Address	Email Address
<p>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?</p> <div>Yes</div> <div>No</div> <p>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 circumstances leading to the termination, involuntary non-renewal or debarment.</p>				

Contractor Name

Vendor #

Section IV – Program Narrative

- A. Please select the box below if the contractor **does not** have program **or** minimum days of operation (MDO) changes.

No changes

- B. If the contractor **does** have program and/or MDO changes, please select the type(s) of change(s) and complete the Program Narrative Change (EED-3704A).

Program change

MDO change

NOTE: Making changes to the MDO does not change the contract Maximum Reimbursable Amount (MRA).

REQUIRED DOCUMENT: Contractors requesting program and/or MDO changes must also submit a completed Program Narrative Change (EED-3704A).

Section V – Subcontract Certification

For purposes of this CFA, subcontractor refers to an agency, other than lead contracted agency, who provides CSPP services in accordance with the provisions contained in the California Code of Regulations, Title 5 (5 CCR) and the Contract Terms and Conditions (CT&C) through an agreement with the lead contracted agency.

- A. Please select the box below if the contractor does not have subcontractors.

No subcontractors

- B. Please select the box below if the contractor does have subcontractors and intends to continue to operate using the subcontractors previously approved by EED.

Subcontractors

REQUIRED DOCUMENT: Contractors who subcontract CSPP services must also submit a completed Subcontract Certification Form (EED-3704B).

Contractor Name

Vendor #

Section VI – Contractor Certification

Under penalty of perjury, I certify the following statements as true and correct to the best of my knowledge:

- 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.
- 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 2025–26, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new contract(s) on June 30, 2025.
- On behalf of the contractor and its governing authority, I understand that 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, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands 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 the contractor's 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.
- As the signer of this CFA, I have supervisory authority over the CSPP and have knowledge of the information provided in this CFA. I am familiar with and will ensure that the contractor complies with all applicable program statutes and regulations in effect for FY 2025–26, including but not limited to:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR. I certify that any contractual arrangement(s) with subcontractors are made in adherence to the required subcontract provisions contained in the *California Education Code (EC)*, 5 CCR, and the CT&C. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term and that the contractor is ultimately responsible for the actions of any subcontractor.
 - 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-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount

Contractor Name

Vendor #

- and other provisions in 5 CCR, and accounting and reporting requirements in 5 CCR.
- Operational and programmatic requirements.
 - Personnel requirements as stipulated in Education Code, 5 CCR, and the CT&C.
 - As the authorized representative of the CSPP contractor named in this application, I certify that:
 - I have reviewed all information for my agency and, to the best of my knowledge, the information on the CDMIS website reflects accurate information for my agency as of the date this certification is signed.
 - I understand my obligation as a CSPP contractor to ensure the accuracy of information in CDMIS on an ongoing basis and will update the information in CDMIS as needed throughout the contract period.

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2025–26 and, if approved, is willing to, and does accept, all terms and conditions of the CSPP contract, which will be provided to the contractor no later than June 1, 2025.

The contractor may reject the FY 2025–26 contract by providing the CDE with a written notice of rejection no later than June 30, 2025. Contractors that wish to reject the terms of the FY 2025–26 contract must provide written notice that the terms of the contract are rejected by sending an email to EarlyEducationContracts@cde.ca.gov on or before June 30, 2025. 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 2025–26 CSPP contract, and CPKS contract if applicable, are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2025–26. I understand that failure to timely reject the terms of the contract means that the contract may be automatically renewed for FY 2025-26 starting on July 1, 2025.

As the authorized representative of the contractor named in this application, I certify that I have reviewed all the information provided in this application, and in all accompanying forms, and I hereby attest that the information provided is true and correct to the best of my knowledge as of the date this certification is signed.

**Printed Name of the Contractor's
Authorized Representative:**

**Title of the Contractor's Authorized
Representative:**

**Signature of the Contractor's
Authorized Representative:**

Date of Signature:

Contractor Name

Vendor #

Section VII – Continued Funding Application Checklist	
<p>1. Is the contractor a public or non-public agency?</p> <p><i>The State Administrative Manual defines a public agency as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency. A charter school is also a public agency. Any agency that does not meet these criteria is considered a non-public agency.</i></p> <p>Public Agency Non-Public Agency</p>	
<p>2. Is the contractor a community college or community college district in California?</p> <p>Yes No</p>	
<p>3. Is the contractor a local educational agency (LEA)?</p> <p>Yes No</p>	
<p>Please review your CFA package carefully before submission. Check the boxes below to confirm that each CFA section is complete, and each applicable required attachment is included in the CFA package. Forms for attachment are located on the CDE CFA web page located at https://www.cde.ca.gov/sp/cd/ci/cfa2526.asp.</p>	
CFA Section	Check Box
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 – Subcontract Certification	
Section VI – Contractor Certification*	
Section VII – CFA Checklist	
<p>All Sections must be included in the CFA package. *Requires signature.</p>	

Contractor Name

Vendor #

Required Attachments	Public Agency	Non-Public Agency	Check Box
CSPP Program Calendar(s) (EED 9730)	Yes	Yes	
California Civil Rights Laws Certification (CO-005)	Yes	Yes	
Contractor Certification Clauses (CCC)	Yes	Yes	
Federal Certification (CO.8)	Yes	Yes	
CDMIS Agency Information Certification	Yes	Yes	
State of California, Payee Data Record (STD. 204)	No	Yes	N/A
Payee Data Record Supplement (STD. 205)	No	Required only if payment address differs from mailing address on STD. 204	N/A
Secretary of State certification or search results	No	Yes	N/A
Verification of LEA Name and Address: Information page printed from California School Directory web page or California Community College Chancellor's web page, as applicable	LEAs only	No	N/A
Program Narrative Change (EED 3704A)	Required only if requesting changes	Required only if requesting changes	
Subcontract Certification (EED 3704B)	Required only if subcontracting	Required only if subcontracting	N/A
Authorizing board resolution, policy, or meeting minutes	Yes	As applicable	
Application for License Exemption	Required only from LEAs applying to be exempt from licensure pursuant to <i>Health & Safety Code</i> Section 1596.792(o).	No	N/A

California State Preschool Program Fiscal Year 2025–26 Program Calendar

Contractor Name:

County:

Vendor Number:

Contract Type:

Program Type:

Instructions: Check the box on each date your program will operate. Total days of operation will automatically calculate.

July 2025 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	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	N/A	N/A

January 2026 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	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

August 2025 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	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	N/A	N/A	N/A	N/A	N/A	N/A

February 2026 Days of Operation

SUN	MON	TUE	WED	THU	FRI	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

September 2025 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	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	N/A	N/A	N/A	N/A

March 2026 Days of Operation

SUN	MON	TUE	WED	THU	FRI	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	N/A	N/A	N/A	N/A

October 2025 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	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	N/A

April 2026 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	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	N/A	N/A

November 2025 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	N/A	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	N/A	N/A	N/A	N/A	N/A	N/A

May 2026 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	N/A	N/A	N/A	N/A	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	N/A	N/A	N/A	N/A	N/A	N/A

December 2025 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	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	N/A	N/A	N/A

June 2026 Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
N/A	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	N/A	N/A	N/A	N/A

Total Days of Operation:

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):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

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
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

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 lesser 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

CO.8 (REV. 06/20)

California Department of Education

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 Code of Federal Regulations (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 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)

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.

FISCAL YEAR 2025-26

CONTRACTOR NAME

VENDOR ID NUMBER

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE