

WHEATLAND SCHOOL DISTRICT BOARD AGENDA ITEM

☐ CONSENT
☒ ACTION
☐ REPORT/INFORMATION

BOARD MEETING DATE: June 27, 2019

BOARD AGENDA NUMBER: 5.9

BOARD AGENDA ITEM: Resolution for Child Development Services for the California State Preschool Program – Contract #CSPP-9684-00

DEPARTMENT: Wheatland Child Development Program

CONTACT PERSON: Craig Guensler

REPORT/PROPOSAL:

Annually the Wheatland School District Board of Trustees must approve and submit the California State Preschool contract. By signing the contract and returning it to the State, the Wheatland School District is agreeing to provide services in accordance with the funding terms and conditions. The period of performance for this contract is July 1, 2019 through June 30, 2020.

SUPERINTENDENT'S RECOMMENDATIONS:

Approve as submitted

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

BE IT RESOLVED that the Governing Board of the Wheatland School District

authorizes entering into local agreement number CSPP-9684-00 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Craig M. Guensler</u>	<u>Superintendent</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 27th day of June 2019, by the
Governing Board of the Wheatland School District
of Yuba County, in the State of California.

I, Kathy Herbert, Clerk of the Governing Board of
Wheatland School District, of Yuba County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a regular meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

June 27, 2019

(Date)

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> WHEATLAND SCHOOL DISTRICT		<i>Federal ID Number</i> 94-2544633
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> CRAIG M. GUENSLER, SUPERINTENDENT		
<i>Date Executed</i> 6-27-2019	<i>Executed in the County of</i> YUBA	

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

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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).

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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.		Federal ID Number
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Printed Name and Title of Person Signing		
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**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2019**CONTRACT NUMBER:** CSPP-9684**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 58-7275-00-9**CONTRACTOR'S NAME:** WHEATLAND ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$579,954.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 12,012.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING CRAIG M. GUENSLE, SUPERINTENDENT			
TITLE Contract Manager		ADDRESS 111 MAIN STREET, WHEATLAND, CA 95692			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 579,954	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7275				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 579,954	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

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