

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE EXPANDED LEARNING OPPORTUNITIES AGREEMENT
BETWEEN THE CITY OF MARINA AND THE MARINA PENINSULA SCHOOL
DISTRICT.

WHEREAS, the Monterey Peninsula School District is seeking an independent contractor to administer the Expanded Learning Opportunity Program for Los Arboles Middle School students for the remainder of the 2024-2025 academic year; and

WHEREAS, the City of Marina has the facilities, infrastructure, and staffing to meet the requirements of the ELO-P; and

WHEREAS, there are no foreseeable additional expenses to administering the ELO-P; and

WHEREAS, the estimated revenue for the Department is approximately \$10,000; and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Marina does hereby authorize the City Manager to enter into and execute the Expanded Learning Opportunities Agreement between the City of Marina and Monterey Peninsula School District, subject to approval by the City Attorney.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 4th day of February 2025, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Buce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT
Consultants/Contracted Services**

GENERAL INFORMATION:School/Department: Expanded Learning Opportunities

Budget Class: _____

District Contact Person: Tony Sanchez

Budget Approval: _____

Contractor: City of MarinaContractor's Contact Person: Andrea WillerContractor's Taxpayer Identification #: 94-2321991 or SSN: _____

Requisition #: _____

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective _____, 2025 (the "Effective Date"), by and between the Monterey Peninsula School District ("District") and **City of Marina** ("Contractor"). District and Contractor may each be referred to as "Party" or together as the "Parties."

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Services"):

(SEE ATTACHED PROPOSAL/SCOPE OF WORK at **Attachment A**)

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** This Agreement shall begin on March 1, 2025, and shall terminate upon completion of the Services, but no later than June 6, 2025 ("Term"), except as otherwise stated in Paragraph 4 below. There shall be no extension of the Term of this Agreement without the express written consent of the Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services provided to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the Services in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if: (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission by Contractor or the Contractor Parties exposes District

to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of said notice.

5. **Payment.** District agrees to pay Contractor at the rate of \$2,500.00 per Month ("Rate") for Services satisfactorily performed. The Rate shall not be increased by Contractor over the course of this Agreement. Total fees (the "Fee") paid by District to Contractor shall not exceed \$10,00.00. Any work performed by Contractor in excess of the Fee shall not be compensated. District agrees to pay Contractor, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, which shall include any additional supporting documentation reasonably requested by District.

5.1 **Incidental Expenses.** In addition to the above Fee, District shall reimburse Contractor for incidental expenses ("Incidental Expenses") as follows:

- a. Lodging: Actual cost of single occupancy. Not to exceed \$100 per night. (Receipt required).
- b. Meals: Reimbursement limited to current rate for District employees.
- c. Travel: Contractor shall not be reimbursed for travel costs within Monterey County. Other travel costs to be reimbursed at the current allowable IRS rate.

Contractor's total reimbursement for Incidental Expenses shall not exceed \$0.00.

6. **California Residency.** Contractor is a resident of the State of California.

X YES ___ NO

If "NO", Contractor shall complete and attach California Form 590-Withholding Exemption Certificate.

7. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in

this Paragraph. The indemnification provided for in this Section 7 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

8. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services, and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.

9. **Insurance.** Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 7 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 (One Million Dollars) each occurrence and \$2,000,000 (Two Million Dollars) in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each per accident; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable; and (iv) employer's liability insurance with limits of not less than \$1,000,000 per accident, disease, and annual aggregate; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. The liability insurance provided as a requirement of this Agreement must not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse, including molestation. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

10. **Independent Contractor Status.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the

manner in which it provides the Services to District Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to District employees and/or to which District's employees are normally entitled.

11. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

12. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification, attached to this Agreement as **Attachment B**.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

13. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. • Contractor and Contractor Parties will have **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. X Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that Contractor and Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired by Contractor and Contractor Parties after the Effective Date who will provide Services under this Agreement are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until those TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. COVID-19 and Other Contagious Diseases. During the Services, the Contractor and the Contractor Parties shall comply with all applicable legal, contractual, and local government requirements related to the to prevention of the transmission of COVID-19 and other contagious diseases, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities.

15. Confidential Information. All District information disclosed to Contractor during the course of performance of the Services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District or required by law. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

16. Reports. Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

17. Ownership of Documents. All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

18. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

19. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

22. **Written Notice.** Written notice shall be deemed to have been duly served if delivered by personal service, regular mail, overnight mail with proof of delivery, facsimile with proof of transmission, or email provided receipt is acknowledged at the address, fax number, or email address located next to the Party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

23. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

24. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons. Contractor and Contractor Parties shall comply with all state and federal laws regarding non-discrimination.

25. **Attorney Fees.** If any legal action is taken to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

26. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

27. **Time.** Time is of the essence to this Agreement.

28. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

29. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

31. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

33. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

[Signatures follow on next page]

**DISTRICT:
MONTEREY PENINSULA
UNIFIED SCHOOL DISTRICT**

CONTRACTOR:

By: _____

Name: Ryan Altemeyer

Title: Associate Superintendent/CBO

Date: _____

By: _____

Name: Layne Long

Title: City Manager

Date: _____

Address for District Notices:

700 Pacific Street

Monterey, CA 93942

Fax: _____

Email: _____

Attn: Business Services

Address for Contractor Notices:

211 Hillcrest Ave.

Marina, CA 93933

Fax: _____

Email: _____

Attn: Recreation & Cultural Services

ATTACHMENT A

Proposal/Scope of Work

The intent of this contract is to ensure the safety of children; alignment with the ELO-P fiscal allocation requirements set forth by the state of California, support of the school day curriculum; successful operation following established policies and procedures; strong financial operations, communication between MPUSD and City of Marina; protection of school facilities, and coordination of schedules.

It is also intended to ensure continued successful student performance through a collaborative relationship between **Los Arboles Middle School** and the **City of Marina**. It should be noted that all after-school programs are to be operated at **Marina Teen Center, 304 Hillcrest Ave. Marina, CA 93933** only; no other off-site locations are approved for program services.

Administrative, Fiscal and Program requirements are **subject to change** per ELO-P, 21st Century or other District funding requirements, guidelines or audit guides.

Safety

1. The **City of Marina** will develop an emergency plan for **Marina Teen Center**. MPUSD and City of Marina will ensure that all site staff read and understand these emergency procedures and evacuation plans prior to the beginning of the program.
2. Any **City of Marina** safety plans, behavior plans, and emergency plans drafted by **City of Marina** will be provided to MPUSD's Program Director.
3. **City of Marina** after school staff will have access to enrollment information, including students who have been suspended, expelled, or moved from the school so that after- school staff can update records and enroll new participants.
4. In the event that a student or students are not picked up on time after program dismissal, the **City of Marina** Site Coordinator must contact the parents / guardians and / or other adults listed on the emergency contact list.

Alignment

1. **The City of Marina** Program Director and MPUSD's ELO Program Director shall work with the **City of Marina** Site Coordinators to create a recruitment plan to ensure that programs meet the needs of the grant/funding guidelines.
2. The MPUSD's ELO Program Director and **City of Marina** staff will attend at least two scheduled meetings per year to discuss effectiveness and alignment of the program.
3. Within District guidelines, the MPUSD's ELO Program Director shall provide **City of Marina** Site Coordinators and **City of Marina** Program Director information necessary for monitoring student attendance, benchmarks, and program goals to ensure that after school activities are of high quality and are meeting goals and objectives set by the program. This monitoring is part of an overall plan for evaluating the effectiveness of after school programs. MPUSD's ELO Program Director/Site Director shall assist **City of Marina** staff in monitoring program effectiveness and then provide yearly feedback to the principals and after school staff regarding outcomes and results.
4. At the beginning of each program, **Los Arboles Middle School** staff or MPUSD ELO staff shall provide student identification numbers for all enrolled students and any other information that will aide in meeting the needs of the students (academic history, special needs, attendance problems, behavior problems, etc.) within 30 days of operation.
5. Administrative, Fiscal and Program requirements are **subject to change** per ELO-P, 21st Century

or other District funding requirements, guidelines or audit guides.

Operation

1. MPUSD's ELO Program Director/Site Director will ensure that Principals have been informed of the number of students and the days of operation for the **City of Marina** program.
2. **City of Marina** staff shall provide MPUSD's ELO Program Director/ELO Site Director with 1.) Weekly attendance for each school site by no later than 12:00 p.m. the following Monday morning and 2.) Monthly attendance for each of the school sites by no later than 12:00 p.m. on the eighth day of each month. In the case that the deadlines are on a weekend or a holiday, **City of Marina** shall provide these weekly and monthly attendance reports on the day prior to the weekend or holiday.
3. MPUSD's ELO Program Director/ELO Site Director, Principals, **City of Marina** Site Coordinators and **City of Marina** Program Director shall cooperate in the recruiting and retaining of students to achieve the number of students budgeted to be served.
4. **City of Marina** Site Coordinators, other staff and MPUSD's ELO Program Director/Site Director will meet at least monthly to monitor program activities, attendance goals, and other plan components.
5. **City of Marina** Site Coordinators will notify **City of Marina** Program Director and MPUSD's ELO Program Director/ELO Site Director, with each Principal being invited when the attendance drops below the goal number of students to be served, and together they shall develop a written plan for increasing and maintaining enrollment. **City of Marina** Program Director and other after-school personnel shall assist the **City of Marina** Site Coordinator in the implementation of the plan.
6. **City of Marina** Site Coordinators will maintain a waiting list of students to ensure that vacancies are filled as soon as they occur.
7. Administrative, Fiscal and Program requirements are **subject to change** per ELO-P, 21st Century or other District funding requirements, guidelines or audit guides.

Staff

1. All **City of Marina** staff must meet MPUSD's requirements for an instructional aide or sign the MPUSD's paraprofessional plan to remedy.
2. MPUSD's ELO Program Director will review and approve position descriptions for all **City of Marina** Program Director, Program Specialist, Site Coordinator and Program Leader positions that are funded by MPUSD.
3. MPUSD will provide academic support for students at each school site as funds permit and is responsible for all costs associated with these teachers.

Communication

1. **City of Marina** Site Coordinators shall immediately address any concerns on the part of parents, teachers, employees, students, or neighbors regarding the operations of the **City of Marina** program. This may involve direct communication with the Principal, respective Program Coordinators, or MPUSD's ELO Program Director/ELO Site Director. Both the Principal and **City of Marina** Site Coordinator shall immediately communicate to the other any issue as it arises so that it may be adequately addressed and resolved; and the MPUSD ELO Program Director/ELO Site Director shall be copied on all such correspondence.
2. Principals and MPUSD's ELO Program Director will receive at the beginning of the program a roster of **City of Marina** staff, with their work contact information.
6. MPUSD's ELO Program Director/ELO Site Director will meet at least monthly or more if

necessary, with Principals to review program quality, successes, and concerns. Information will be shared with the City of Marina Site Coordinator and City of Marina Program Director.

7. City of Marina Site Coordinators will make at least one informal weekly contact with Principals.

8. MPUSD's ELO Program Director will visit each site a minimum of two times a year or more often depending on individual site needs and/or requests.

9. Following MPUSD contract guidelines and policies, City of Marina will give 60 days' notice on the termination of this contract. All final invoices, inventories, and expense reports will be submitted by City of Marina within 30 days after the close of its contract. During the 60-day close of the program City of Marina staff and the MPUSD staff will conduct inventories.

10. The City of Marina Program Director and MPUSD ELO Program Director/ELO Site Director shall meet once a month at an agreeable location. During the weeks that there is not a face-to-face meeting, these individuals will have a conference call if necessary. These meetings and calls will be scheduled for the entire year. Either party must get prior approval from the other party if there are to be additional individuals attending these meetings from either organization.

11. Administrative, Fiscal and Program requirements are **subject to change** per ELO-P, 21st Century or other District funding requirements, guidelines or audit guides.

Program Coordination

1. ALL City of Marina after school programs must be open every day during the regular school calendar year until 6:00 pm.

2. Principals and Site Coordinators shall develop a system that ensures students move from the regular school program to the after-school program so that they are accounted for and identified.

3. City of Marina shall not charge fees to families to enroll or participate in the City of Marina program.

Snack Program

1. MPUSD will provide a daily nutritious snack for each student prior to leaving the school site.

Finance and Administrative Records

1. MPUSD will maintain a budget to show that all 21st Century grant funds, ELO-P funds or other district funds will be spent on direct services. Administrative costs/indirect costs may not exceed 85/15 of the budget.

2. Inventory: MPUSD will maintain the inventory of any items purchased with 21st Century Funds, ELO-P funds or other District funds for the City of Marina program. City of Marina understands that all items purchased with the grant monies are the property of the MPUSD and/or property of the school for which they were purchased.

3. All attendance records (sign-in and sign-out sheets) and other program records are the property of MPUSD and must be submitted to the MPUSD Program Director/Site Director according to the schedule provided.

4. MPUSD will be responsible for the entry of all data into ASSIST, including but not limited to: attendance, fiscal reports, statewide evaluation results and any other correspondence, surveys and requests for data from the After-School Division of the CA Department of Education.

5. Administrative, Fiscal and Program requirements are **subject to change** per ELO-P, 21st Century or other District funding requirements, guidelines or audit guides.

Budget Contingency

It is mutually agreed that if sufficient funds are not appropriated for the program in the current year budget and/or subsequent years covered under this contract, then this contract shall be of no further force and effect. In this event, MPUSD shall have no liability to pay any funds to **City of Marina** or furnish any other considerations under this contract and **City of Marina** shall not be obligated to perform any provisions of this Contract.

Reporting Requirements

MPUSD shall submit all financial documents including a written budget of estimated expenses for each program site at the beginning of the fiscal year and statistical and narrative reports required, as further outlined in the policies and procedures. Administrative, Fiscal and Program requirements are subject **to change** per ELO-P, 21st Century or other District funding requirements, guidelines or audit guides.

ATTACHMENT B
Fingerprinting Notice and Acknowledgment
(Non-Construction Contracts)

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment B-1** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B-2** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as **Human Resources & Risk Management Director** of **City of Marina**, have read the foregoing and agree that **City of Marina** will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Signature: _____

Name: **Belinda Varela**

Title: **Human Resources & Risk Management Director**

- Not Applicable

ATTACHMENT B-1

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on

the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B-2

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: City of Marina
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, **Belinda Varela**, am the **Human Resources and Risk Management Director** for **City of Marina**, which entered a contract on _____, 20__, with the District for **ELO-P**.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__ Signature: _____

Typed Name: **Belinda Varela**

Title: **Human Resources & Risk Management Director**

Entity: **City of Marina**

• Not Applicable

January 30, 2025

Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of February 4, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH MONTEREY PENINSULA SCHOOL DISTRICT TO ESTABLISH THE
CITY OF MARINA AS AN INDEPENDENT CONTRACTOR TO
ADMINISTER THE EXPANDED LEARNING OPPORTUNITIES PROGRAM
AT THE MARINA TEEN CENTER SUBJECT TO REVIEW AND APPROVAL
BY THE CITY ATTORNEY.**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025-, authorizing the City Manager to enter into an agreement with Monterey Peninsula School District to establish the City of Marina as an independent contractor to administer the Expanded Learning Opportunities Program at the Marina Teen Center, subject to review and approval by the City Attorney.

BACKGROUND:

Derived from Assembly Bill (AB) 130, California Education Code (EC) Section 46120 established the program plan and funding for the Expanded Learning Opportunities Program (ELO-P)

The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through eighth grade.

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

MPUSD does not have adequate facilities or staffing to meet the requirements of the Expanded Learning Opportunity for all enrolled students.

In Spring 2024, MPUSD and City staff met to determine the viability of the Recreation & Cultural Services Department administering the ELO-P by utilizing existing City facilities, infrastructure, and staff associated with the After School Program at the Rocky Hann Community Center. After several meetings to discuss the requirements, details, and logistics of the program, both parties agreed that the City has the capacity to administer the ELO-P program as an Independent Contractor.

As an approved Independent Contractor, the Recreation & Cultural Services Department administered the ELO-P program during the 2024 summer session and is currently administering the program for the 2024-25 academic year for elementary students.

Recently, MPUSD requested the Recreation & Cultural Services Department enter into a new agreement to administer the ELO-P program for middle school students for the remainder of the 2024-25 academic year.

ANALYSIS:

The intent of the proposed agreement is to ensure certain safety measures are implemented as set forth in the agreement; alignment with the ELO-P fiscal allocation requirements set forth by the state of California; support of the school day curriculum; successful operation following established policies and procedures; strong financial operations, communication, and coordination between MPUSD and the City.

Program components include literacy and enrichment activities, physical activity, and an afternoon snack in a safe environment that promotes emotional wellness and relationship building. These are areas of strength within the Recreation & Cultural Services Department that will enhance the positive impacts for youth participating in the program.

It is also intended to ensure continued successful student performance through a collaborative relationship between Los Arboles Middle School and the City.

FISCAL IMPACT:

MPUSD agrees to pay the City \$2500.00 per month for the administration of the ELO-P at the Marina Teen Center.

The City's afterschool program is already meeting all of the requirements of the agreement, including staff to student ratios, therefore there are no additional expenses to administer the ELO-P agreement.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Andrea M. Willer
Recreation & Cultural Services Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina