

RESOLUTION NO. 2025-91

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 Olson, Marina Vista, JC Crumpton and Los Arboles students for the 2025-2026 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 \$80,000.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Marina do hereby:

1. Authorize the City Manager to finalize 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 adult held on the 6th day of August 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: __MPUSD- Expanded Learning Opportunities

Budget Class: _____

District Contact Person: __Tony Sanchez

Budget Approval: _____

Contractor: __City of Marina- Youth Center__

Contractor's Contact Person: __Andrea Diallo__

Contractor's Taxpayer Identification #: _____ or SSN: _____

Requisition #: _____

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective __August 6, 2025__ (the "Effective Date"), by and between the Monterey Peninsula School District ("District") and __City of Marina- Youth Center__ ("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**)

(SEE ATTACHED MPUSD Policies and Procedures at **Exhibit 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 __August 6, 2025__, and shall terminate upon completion of the Services, but no later than __June 6, 2026__ ("Term"), except as otherwise stated in Paragraph 4 below. The dates of service include regular school calendar days (180 days) and exclude holidays and school breaks. 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) 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 \$[100] per student 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 \$80,000. 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 \$N/A 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 \$ N/A.

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 of 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. ☒ 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:
___ City of Marina- Youth Center

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:

Fax: _____
Email: _____

Attn: Recreation & Cultural Services Dept.

ATTACHMENT A
Proposal/Scope of Work
[to be attached]

Attachment EXHIBIT A

This Exhibit sets forth the policies, protocols, and procedures under which the Monterey Peninsula School District and Program Partners will interact. It outlines shared objectives, roles, and responsibilities to foster a safe, effective, and compliant after school program. The scope of this Exhibit includes, but is not limited to:

- Ensuring ELO program compliance with CDE and Federal Grants mandates
 - Enhancing educational opportunities through community collaboration
 - Ensuring the protection of student and staff welfare
 - Aligning community activities with district values and regulatory requirements
1. **Attendance Policy** All participants in programs facilitated by an ELO program partner must comply with MPUSD's ELO attendance protocol.
 - 1.1. Upon arrival after school, students are required to check into the ELO program (time and date stamp) using the District's attendance software system.
 - 1.2. Upon departure from the ELO program, students are checked out via the digital attendance system by an authorized adult (e.g., a parent, guardian, or designated ELO program representative)
 - 1.2.1. An authorized adult must provide a valid signature (or an approved digital equivalent) upon check out each day.
 - 1.3. Timely records of attendance, including absences and early releases from the ELO program, will be maintained.
 - 1.3.1. **Parent Pick-Up Policy:** A regularly updated list of authorized pick-up persons will be maintained at the school campus, and all pick-ups must follow the check-out process. When releasing a student, staff must verify the identity of the parent or authorized guardian using pre-established procedures. A secure, designated pick-up area should be utilized, and any alternative pick-up arrangements or delays must be pre-approved by the site lead. In emergencies or unforeseen circumstances, specific protocols—such as emergency contact procedures and temporary supervised holding areas— need to be established to ensure children's safety.
 - 1.3.2. **Early Release procedure:** The ELO program runs each day school is in session from school dismissal until 6:00pm. Any student checked out before 5:30 is considered "Early Release" and requires the guardian to indicate the reason for the Early Release with one of the following approved Early Release Codes (ERC):
 1. **Other On-Campus Activity** (Athletics, Clubs, Tutoring, etc.)
 2. **Family Needs/Emergency**

3. **Appointment** (Medical, Dental, Counseling, etc.)
4. **Child Injury/Accident**
5. **Student Walking (Daylight Savings)/Transportation Issues**
6. **Off-Campus Activity** (Girl Scouts, Tutoring, Athletics, etc.)

- 1.3.3. The ER Code must be provided at the time of student pick up by the authorized adult
- 1.3.4. Students who are regularly picked up early (more than 2 times a week or 8 times a month) must complete an Early Release form with a parent/guardian signature to be kept on file at the school site.

2. **Records Keeping** The School District requires meticulous maintenance of all attendance, incident, and related records generated by our community partner programs. These records, including but not limited to sign-in/out logs and incident reports, behavior reports, etc. must be stored securely in compliance with district data protection policies and federal FERPA regulations. Access to these records is restricted to authorized personnel only. Regular audits will be conducted by the Program Director or Manager to verify that records are complete, accurate, and secure. Community Partners are responsible for training their personnel on proper record-keeping procedures and ensuring that all documentation meets the established standards.

3. **Auditing and Reporting:**

- 3.1. The School District reserves the right to audit program activities and records related to the engagement with Community Partners.
- 3.2. Any discrepancies or issues discovered during audits shall be promptly addressed and corrected. Reoccurring discrepancies and records incorrectly kept may result in delay of payments and processing invoices, and potentially termination of contract services.

4. **Nutritional Services**

- 4.1. Nutritional snacks and meals are provided as part of the School district ELO program and follow California State nutritional guidelines.
 - 4.1.1. Snack and meals (when applicable) must be offered daily to each student
 - 4.1.2. When applicable, snack orders must be sent to the ELO district office at least two weeks before they are needed to ensure the order can be filled. Snack orders must be reviewed and approved by ELO administrative staff.
 - 4.1.3. Accurate records of snacks and meals distributed must be kept each day and recorded as part of the attendance record.

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 _____ [*“owner” or officer title*] of City of Marina- Youth Center [*business entity*], have read the foregoing and agree that City of Marina- Youth Center [*business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

• 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- Youth Center
 Date of Entity's Contract with District: August 2025 - June 2026
 Scope of Entity's Contract with District: providing after school programing

I, _____ [insert name] , am the _____ ["owner" or officer title] for
 _____ [name of business entity] ("Entity"), which entered a contract on
August 6, 2025, with the District for After school services.

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: Layne Long

Title: City Manager

Entity: City of Marina- Youth Center

• Not Applicable

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

GENERAL INFORMATION:

School/Department: MPUSD- Expanded Learning Opportunities

Budget Class: _____

District Contact Person: Tony Sanchez

Budget Approval: _____

Contractor: City of Marina- Teen Center

Contractor's Contact Person: Andrea Diallo

Contractor's Taxpayer Identification #: _____ or SSN: _____

Requisition #: _____

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective August 6, 2025 (the "Effective Date"), by and between the Monterey Peninsula School District ("District") and City of Marina- Youth Center ("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**)

(SEE ATTACHED MPUSD Policies and Procedures at **Exhibit 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 August 6, 2025, and shall terminate upon completion of the Services, but no later than June 6, 2026 ("Term"), except as otherwise stated in Paragraph 4 below. The dates of service include regular school calendar days (180 days) and exclude holidays and school breaks. 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) 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 \$[100] per student 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 \$80,000. 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 \$N/A 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 \$ N/A.

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 of 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. ☒ 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:
___ City of Marina- Teen Center ___

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
Fax: _____
Email: _____

Attn: Recreation & Cultural Services Dept.

ATTACHMENT A
Proposal/Scope of Work
[to be attached]

Attachment EXHIBIT A

This Exhibit sets forth the policies, protocols, and procedures under which the Monterey Peninsula School District and Program Partners will interact. It outlines shared objectives, roles, and responsibilities to foster a safe, effective, and compliant after school program. The scope of this Exhibit includes, but is not limited to:

- Ensuring ELO program compliance with CDE and Federal Grants mandates
 - Enhancing educational opportunities through community collaboration
 - Ensuring the protection of student and staff welfare
 - Aligning community activities with district values and regulatory requirements
1. **Attendance Policy** All participants in programs facilitated by an ELO program partner must comply with MPUSD's ELO attendance protocol.
 - 1.1. Upon arrival after school, students are required to check into the ELO program (time and date stamp) using the District's attendance software system.
 - 1.2. Upon departure from the ELO program, students are checked out via the digital attendance system by an authorized adult (e.g., a parent, guardian, or designated ELO program representative)
 - 1.2.1. An authorized adult must provide a valid signature (or an approved digital equivalent) upon check out each day.
 - 1.3. Timely records of attendance, including absences and early releases from the ELO program, will be maintained.
 - 1.3.1. **Parent Pick-Up Policy:** A regularly updated list of authorized pick-up persons will be maintained at the school campus, and all pick-ups must follow the check-out process. When releasing a student, staff must verify the identity of the parent or authorized guardian using pre-established procedures. A secure, designated pick-up area should be utilized, and any alternative pick-up arrangements or delays must be pre-approved by the site lead. In emergencies or unforeseen circumstances, specific protocols—such as emergency contact procedures and temporary supervised holding areas— need to be established to ensure children's safety.
 - 1.3.2. **Early Release procedure:** The ELO program runs each day school is in session from school dismissal until 6:00pm. Any student checked out before 5:30 is considered "Early Release" and requires the guardian to indicate the reason for the Early Release with one of the following approved Early Release Codes (ERC):
 1. **Other On-Campus Activity** (Athletics, Clubs, Tutoring, etc.)
 2. **Family Needs/Emergency**

3. **Appointment** (Medical, Dental, Counseling, etc.)
4. **Child Injury/Accident**
5. **Student Walking (Daylight Savings)/Transportation Issues**
6. **Off-Campus Activity** (Girl Scouts, Tutoring, Athletics, etc.)

- 1.3.3. The ER Code must be provided at the time of student pick up by the authorized adult
- 1.3.4. Students who are regularly picked up early (more than 2 times a week or 8 times a month) must complete an Early Release form with a parent/guardian signature to be kept on file at the school site.

2. **Records Keeping** The School District requires meticulous maintenance of all attendance, incident, and related records generated by our community partner programs. These records, including but not limited to sign-in/out logs and incident reports, behavior reports, etc. must be stored securely in compliance with district data protection policies and federal FERPA regulations. Access to these records is restricted to authorized personnel only. Regular audits will be conducted by the Program Director or Manager to verify that records are complete, accurate, and secure. Community Partners are responsible for training their personnel on proper record-keeping procedures and ensuring that all documentation meets the established standards.

3. **Auditing and Reporting:**

- 3.1. The School District reserves the right to audit program activities and records related to the engagement with Community Partners.
- 3.2. Any discrepancies or issues discovered during audits shall be promptly addressed and corrected. Reoccurring discrepancies and records incorrectly kept may result in delay of payments and processing invoices, and potentially termination of contract services.

4. **Nutritional Services**

- 4.1. Nutritional snacks and meals are provided as part of the School district ELO program and follow California State nutritional guidelines.
 - 4.1.1. Snack and meals (when applicable) must be offered daily to each student
 - 4.1.2. When applicable, snack orders must be sent to the ELO district office at least two weeks before they are needed to ensure the order can be filled. Snack orders must be reviewed and approved by ELO administrative staff.
 - 4.1.3. Accurate records of snacks and meals distributed must be kept each day and recorded as part of the attendance record.

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 _____ [*“owner” or officer title*] of City of Marina- Teen Center _____ [*business entity*] , have read the foregoing and agree that City of Marina- TeenCenter _____ [*business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

• 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- Teen Center

Date of Entity's Contract with District: August 2025 - June 2026

Scope of Entity's Contract with District: providing after school programing

I, _____ [insert name] , am the _____ [“owner” or officer title] for
 _____ [name of business entity] (“Entity”), which entered a contract on
August 6, 2025, with the District for After school services.

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: Layne Long

Title: City Manager

Entity: City of Marina- Teen Center

• Not Applicable

July 14, 2025

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 6, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
APPROVING THE EXPANDED LEARNING OPPORTUNITIES
AGREEMENT BETWEEN THE CITY OF MARNIA AND MONTEREY
PENINSULA UNIFIED SCHOOL DISTRICT**

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopt Resolution No. 2025-, authorizing the City Manager to finalize and enter into an Expanded Learning Opportunities Agreement between the City of Marina (City) and Monterey Peninsula Unified School District (MPUSD), subject to approval by the City Attorney. (“**EXHIBIT A**”)

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 twelfth 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.

ANALYSIS:

In August 2024, MPUSD approached City staff 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 Han 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.

The intent of the proposed agreement 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, and coordination between MPUSD and the City.

In January 2025, MPUSD approached City staff to implement the ELO-P program at the Marina Teen Center for sixth through twelfth grades due to the success of the program at the Marina Youth Center. The agreement was approved by City Council in February 2025 and implemented March 1, 2025

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 among Olson, Marina Vista, JC Crumpton elementary schools, Los Arboles Middle School and the City.

FISCAL IMPACT:

MPUSD agrees to pay the City \$100 per student per month for the administration of the ELO-P. 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 Diallo
Recreation Manager | City of Marina
Recreation & Cultural Services
Department

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina