

****THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES****

PAJARO VALLEY UNIFIED SCHOOL DISTRICT PURCHASING DEPARTMENT

294 Green Valley Rd, Watsonville, CA 95076 Ph: (831) 786-2100 x 2195, Fax: (831) 728-6922

Mailing Address 231 UNION STREET _____ 231 Union Street, Watsonville, CA 95076

Social Security Number: _____ or Tax ID #: 94-6000-451

Phone: (831) 768-3240 _____ Fax: (831) 763-4078

E-mail (optional): _____

PERS and STRS COMPLIANCE

The following must be completed by individual consultants (consultant firms should disregard it).

A. Are you now, or have you ever been, a member of the Public Employees' Retirement System (PERS) or the State Teachers Retirement System (STRS)?

☒ No ☐ Yes If yes: PERS or STRS

B. Are you now, or have you ever been, an employee of PVUSD or any other federal, state or local government agency?

☒ No ☐ Yes If yes: Last Date Paid: _____

I certify that all services shall be rendered at time other than my regular assigned workday at that agency.

Note: Individuals paid as a consultant but later hired by PVUSD as an employee (ex: as a substitute teacher) will be subject to payroll taxes for all earnings accrued in the calendar year hired, including any consultant fees earned in that year.

FOR FEDERALLY FUNDED PROGRAMS

"I certify that I am not, nor have not, been debarred or suspended by any Federal Government Department or Agency from doing work which I am now being contracted to do by Pajaro Valley Unified School District."

Consultant Initials: _____ **Date:** _____

CONSULTANT ACCEPTANCE

To the Governing board of Pajaro Valley Unified School District:

"I agree to the arrangements as stated in this contract. I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Consultant Signature: M. H. [Signature] **Date:** 9/22/20

**This Agreement is not an authorization to proceed. A signed copy of this agreement will accompany the Purchase Order authorizing services to begin. Fax or email signed Agreement to Site/Department requesting services:*

SITE/DEPARTMENT ACCEPTANCE

Site/Department Requesting Service: Extended Learning

Site/Department Contact: Carol Ortiz Phone: 831 786-2360

Site/Department Email: Carol.Ortiz@pvusd.net

Principal/Manager Signature: _____ **Date:** _____

**This Agreement is not an authorization to proceed. The original signed Agreement must be received in the Purchasing prior to issuing a Purchase Order.*

DISTRICT ACCEPTANCE

Richard Arellano, Director of Purchasing: _____ **Date:** _____

**Signature required prior to issuing a Purchase Order.*

TO BE COMPLETED BY SITE/DEPARTMENT
ATTACHMENTS SENT TO PURCHASING DEPARTMENT:

Requisition # _____

Independent Contractor Certification - Only required for POs made out to individuals (not a Firm). To be completed and signed by Principal/Manager. Please contact HR to hire individuals who do not qualify as Independent Contractors.

Criminal Records Check - Only required for Consultants working on campus on a regular basis with students present.

Proposal/Additional Description/Unsigned Vendor Contract - The Director of Purchasing will sign vendor contracts in compliance with District policies and return to vendor with PO. Site/Departments should not sign vendor documents.

W-9 Form Taxpayer Identification



ONLY REQUIRED FOR CONSULTANTS HAVING MORE THAN LIMITED CONTACT WITH STUDENTS:
Consultant will be on campus on a regular basis (more than once) while students are present.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK

AB 1610, 1612 and 2102

To the Governing Board of Pajaro Valley Unified School District:

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I certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Watsonville California on Sep 22, 2020

Consultant Signature: M. Hoffer Date 9/22/20
Please Print

Name: City of Watsonville

Mailing Address 231 Union Street, Watsonville, CA 95076

Street or PO Box, City, State, Zip

Social Security Number: _____ or Tax ID: 94-6000-451

Phone: (831)768-3240 Fax: (831)763-4078

Consultant/Contractor: Please submit this certification to Site/Department with Consultant Service Agreement if required.

Fingerprinting Guidelines:

Education Code Section 45125.1 in relevant part:

- A. If the employees of an entity which has a contract with the school district to perform janitorial, administrative, grounds and landscape maintenance, transportation, food-related services, or has more than limited contact with students as defined by the school district, those employees must have their fingerprints submitted to the Department of Justice;
- B. The department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
- C. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.
- D. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Sect 4512231.
- E. The entity must provide a list of names of employees who may come in contact with pupils.

More than limited contact as defined by PVUSD:

In determining that a contract employee has more than limited contact with pupils, the PVUSD considers the following circumstances:

- A. The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- B. Pupils will be in proximity to the site where the contractor will be working.
- C. The contractor will be working by himself or herself, without other school employee's supervision.



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CONSULTANT SERVICE AGREEMENT PAGE 1 OF 2

THIS AGREEMENT made and entered into this date, 8/21/2020 by and between Pajaro Valley Unified School District hereinafter called the "*District*" and City of Watsonville hereinafter called the "*Consultant*".

Name of Consultant or Firm

*This Agreement is not an authorization to proceed. A Purchase Order is required prior to commencement of services.

TERM (Enter Start Date - End Date or dates of performances, workshops etc.): August 31, 2020

This agreement expires fiscal year end June 30. All services must be completed and invoiced by June 30. Services scheduled to be performed after June 30 require a new agreement and purchase order prior to commencement.

SCOPE OF WORK (Description of services provided or title of workshop/performance): **CHILDCARE SERVICES**

Attach additional description, proposals or contracts if needed. All vendor contracts must be approved and signed by the Director of Purchasing prior to District commitment.

COMPENSATION

TOTAL AMOUNT BILLED SHALL NOT EXCEED (Total PO amount): \$ 100,000.00

This is the Contract Limit for services performed and costs incurred for the term of the Agreement and must cover **all of Consultants' expenses, including supplies, travel, lodging, and meals.** Consultant must return an invoice to the department/site to be signed by an administrator to verify that services have been received. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. All services must be completed and invoiced by June 30.

PAYMENT PLAN (choose one)

Single payment at a flat rate for completed project. This is PVUSD's preferred payment plan.

X Multiple payments for time worked or per workshop, performance, completed portion of project or person: Fee must include all expenses such as supplies, travel, lodging etc. Payment \$ 190 per student

AB 1610, 1612 AND 2102 COMPLIANCE (Consultants having more than limited contact with students require fingerprinting.)

Consultant will be on campus on a regular basis (more than once) while students are present (attach Criminal Records Check form). (ON FILE w/PVUSD/HR)

X Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

INDEPENDENT CONTRACTOR

Consultant will provide services under this agreement as an independent contractor and not as an employee of the District. District will not withhold Federal or State Income Tax deductions from payments made to Consultant under this agreement. Consultant must provide District with his/her Social Security number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by IRS.

BY ACCEPTANCE OF THIS CONSULTING AGREEMENT THE CONSULTANT:

- A. Agrees to indemnify and hold the District harmless from acts of neglect of the consultant.
- B. Asserts that he or she is qualified to perform the work ordered as an independent contractor, with no conflict of interest.
- C. Agrees to keep confidential all proprietary information of the District.
- D. Certifies that he or she is not receiving salary or remuneration, other than vacation pay, from any other public agency for the above-specified project.
- E. Certifies that he or she is not receiving salary or remuneration from the District Payroll Department (includes substitute services, after school programs, coaching etc...).
- F. Early Termination – either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- G. Consultant is responsible for town expenses, which includes travel, lodging, and meals. Expenses are not reimbursable by the District.
- H. Ownership: the District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographs, or other reproductions of any kind in the scope of the services performed, and no other uses therefore will be permitted except by permission of the District. Proprietary material will be exempted from this clause.
- I. Insurance: The District reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the District requires up to the amount of \$1,000,000.00. The Contractor shall obtain and furnish Proof of Worker's Compensation insurance if applicable.
- J. Certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.

CONSULTANT SERVICE AGREEMENT PAGE 2 OF 2

CONSULTANT INFORMATION

Please Print or Type

Check Payable to: City of Watsonville

City of Watsonville