

## **INDEPENDENT CONTRACTOR AGREEMENT FOR NON-CONSTRUCTION SERVICES**

This Independent Contractor Agreement ("Agreement") is made as of July 1, 2025, between the PAJARO VALLEY UNIFIED SCHOOL DISTRICT ("District") and City of Watsonville.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District Expanded Learning Opportunity Programming services, as described in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, beginning August 13, 2025 through June 30, 2026. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified. This agreement shall not exceed a total of five (5) years.
- 3. Compensation.** District compensation to the Contractor shall **not exceed** \$547,000 (Five hundred forty seven thousand dollars even-no cents) inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference corresponding Purchase Order number.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete 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's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
- 5. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

A. ☒ Contractor and its Contractor Parties are and shall be residents of the State of California or are otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide District with appropriate evidence including, without limitation, FTB Form 590. The Contractor shall still be responsible for payment of all state and federal taxes.

B. ☒ Contractor and Contractor Parties are not residents of the State of California or otherwise exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. [See, e.g., California Revenue & Taxation Code section 18661, et seq.]

**6. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

**7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of 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 legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

**8. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

**9. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**10. Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

**11. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**12. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

### **13.Termination.**

**13.1. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**13.1.1.** material violation of this Agreement by the Contractor; or

**13.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or

**13.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**13.2 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

**13.3** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**14.Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to

bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**15. Insurance.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

**15.1. General Liability.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

**15.2. Automobile Liability Insurance.** One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

**15.3. Workers' Compensation and Employers' Liability Insurance.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

**15.4. Other Insurance Provisions:**

**15.4.1.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**15.4.1.1.** The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

**15.4.1.2.** For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

**15.4.1.3.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

**15.4.2.** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**15.4.3.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**15.4.4.** Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**15.5. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

**16.Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**17.Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**18.Fingerprinting of Employees.** Contractor will have contact with pupils, Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of

a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

**19. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

<u>If to District</u>	<u>If to Contractor</u>
Pajaro Valley Unified School District ATTN: <u>Richard Arellano</u> 294 Green Valley Road Watsonville, CA 95076 (831) 786-2100 EMAIL: richard_arellano@pvusd.net	Name: City of Watsonville, Parks & Community Service ATTN: Nick Merolla 231 Union St, Watsonville, CA 95076 PH: 831-768-3240 EMAIL: nick.merolla@watsonville.gov

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

**20. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

**21. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**22. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by Pajaro Valley Unified School Board of Education. Services shall not be rendered until Agreement is approved.

**23. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County where the District's administrative offices are located.

**24. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the

other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government

Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

**25. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**26. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**27. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit and attachment attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

<b>DISTRICT:</b>  Dated: <b>July 1, 2025</b>  <b>Pajaro Valley Unified School District</b> <b><i>Expanded Learning Opportunities Program</i></b>  SIGNATURE  PRINT NAME: <b>Jennifer Littleton-Bruno</b>  PRINT TITLE: <b>Director</b>	<b>CONTRACTOR:</b>  Dated: <b>July 1, 2025</b>  <b>City of Watsonville, Parks &amp; Community Service</b>  SIGNATURE  PRINT NAME: <b>Nick Merolla</b>  PRINT TITLE: <b>Recreation Supervisor</b>
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Richard Arellano  
Director of Purchasing

7.2.25

**Information regarding Contractor:**

City of Watsonville, Parks & Community Service  
ATTN: Nick Merolla  
231 Union St, Watsonville, CA 95076  
PH: 831-768-3240

EMAIL: [nick.merolla@watsonville.gov](mailto:nick.merolla@watsonville.gov)

Contractor's state of residence: California

States in which Contractor is licensed to do business: California

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: \_\_\_\_\_

☐ Limited Liability Company

☒ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social Security  
Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Site Services Agreement ("Agreement"):

- ☐ Contractor's employees will have only limited contact, if any, with any pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date:

District Representative's Name and Title:

District Representative's Signature:

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are*



*paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.*

***A complete and accurate list of all Employees who may come in contact with any pupils during the course and scope of the Agreement is attached hereto.***

**CERTIFICATION:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: July 1, 2025

Name of Contractor: City of Watsonville, Parks & Community Service

Signature:

Print Name and Title: Nick Merolla, Recreation Supervisor

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Agreement.

Date: July 1, 2025

Name of Contractor: City of Watsonville, Parks & Community Service

Signature:

Print Name and Title: Nick Merolla, Recreation Supervisor

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)

## **EXHIBIT A**

**See attached proposal**

# City of Watsonville Parks & Community Services

☐
☐

NEW Contract

Amendment # \_\_\_\_\_

Contract # \_\_\_\_\_

## GENERAL INFO

Company name:	Pajaro Valley Unified School District
Name, Title and Email of Consultant	Richard Arellano Director, Purchasing Services richard_arellano@pvusd.net
Staff Responsible	Nick Merolla
Project Title:	PVUSD ELOP and City of Watsonville Youth Programming
Description:	Contract to provide afterschool enrichment and intersession programming.
Contract Amount:	\$547,000
Amendment Amount: (leave blank if not amendment)	
Cumulative Total:	\$547,000
Funding Source:	
Budget Acct. #:	260-337-5890-09050 \$49,741 230-337-7011-09050 \$109,728.14 260-337-7021-09050 \$245,577.14 260-337-7533-09050 \$141,950.00

	Insurance & Endorsement		Business License		W9 Vendor # 624057152
If not a City form agreement, name of reviewer					

## **CHECKLIST**

### **Scope of Work:**

#### **EXHIBIT "A"**

#### **SCOPE OF SERVICES**

##### **1. Purpose**

This agreement outlines the scope of services provided by the City of Watsonville to support PVUSD's Expanded Learning Opportunities Program (ELOP) through a partnership that includes After School Sports, After School Enrichment, Camp WOW Intersession Programming, and Camp WOW Saturdays. The goal is to offer high-quality, inclusive, and engaging programs that support the academic, social, and emotional development of students.

##### **2. Services Provided by the City of Watsonville**

###### **A. After School Sports**

- Coordinate and manage a comprehensive after school sports program for participating PVUSD school sites.
- Sports may include soccer, flag football, basketball, and volleyball, based on seasonal availability and student interest.
- Responsibilities include recruitment and training of coaches.
- Ensure equitable access, with a focus on inclusion and positive youth development.
- Track attendance and participation data, and report back to PVUSD regularly.

###### **B. After School Enrichment**

- Deliver enrichment activities at designated PVUSD school sites, such as visual and performing arts, STEM, health and wellness, and leadership development.
- Activities will align with state Expanded Learning Quality Standards and support whole-child development.
- The City will provide qualified staff, materials, and supplies necessary for successful implementation.
- Coordinate with site leads to integrate activities within the school's ELOP structure.
- Provide monthly updates including number of students served, frequency of programming, and qualitative feedback.

###### **C. Camp WOW Intersession Programming**

- Operate full-day programming during school breaks (Fall, Winter, Spring, and Summer) for PVUSD students in grades K–5.

- Camps will be held at mutually agreed-upon sites and will offer a mix of recreation, academic support, enrichment, and field trips.
- The City will provide curriculum, staffing, supervision, meals coordination (as applicable), and activity supplies.
- City staff will ensure compliance with safety protocols, student-to-staff ratios, and emergency procedures.
- Track attendance and provide program reports after each intersession.

#### **D. Camp WOW Saturdays**

- Provide structured Saturday programming for K–5 students at mutually agreed-upon sites, monthly (as scheduled in coordination with PVUSD).
- Activities will include recreation, enrichment, arts, and community building, designed to engage students in a safe and positive environment.
- Provide all staffing, materials, and logistics support for implementation.
- Maintain rosters and collect feedback from participants and families to inform ongoing improvement.

### **3. Roles & Responsibilities**

#### **City of Watsonville**

- Hire, train, and supervise all staff delivering services.
- Provide curriculum, activity plans, and materials for all listed programs.
- Coordinate with PVUSD site staff and administrators.
- Track and report attendance and participation data.
- Maintain insurance, background checks, and safety procedures in compliance with PVUSD requirements.
- Participate in ELOP planning and evaluation meetings as requested.

#### **PVUSD**

- Identify and confirm participating sites and provide site access.
- Promote programs to students and families.
- Share relevant student data and coordinate enrollment lists, as allowed under data-sharing agreements.
- Provide lunch/snack as required for full-day programming.
- Support coordination between site leads and City program staff.

### **EXHIBIT "B"**

#### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All

services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

August 15, 2025 to June 30, 2026

**EXHIBIT "C"**  
**COMPENSATION**

a. \_\_\_\_ Total Compensation. The total obligation of City under this Contract shall not exceed \_\_\_\_.

b. \_\_\_\_ Basis for Payment. Payment(s) to consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

Contractor agrees to accept the following payment from City for the above-specified services:

A. \_\_\_\_ The flat sum of \_\_\_\_.

B. \_\_\_\_ of program fees collected by City based on the Watsonville resident rate from those participating in said program. City shall retain N/A of said \_\_\_\_ program fees, plus the difference between Watsonville resident and non- resident fees.

C. \_\_\_\_ Hourly rate of n/a not to exceed week.

D. \_\_\_\_ A rate of \$\_\_\_\_ per game/session/class.

E.   x   Other: The City of Watsonville will bill PVUSD quarterly.

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

**Funding Sources:**

If using	Then jot:
337-09050	PVUSD – ELOP Programming
337-09074	Park RX Funding
337-10076	Grant – Packard Foundation
529-09045	Measure Y – Youth Programming
681-00000	Facilities
682-09038	Community Services – Youth Development
682-09055	Community Services – Senior Center
682-09056	Community Services – Special Events
682-09058	Community Services – Teen Action Council
683-09005	Recreation – Enrichment Programming
683-09007	Recreation – Aquatics
683-09037	Recreation – Sports
683-09057	Recreation – Marketing
694-00000	Environmental Science Workshop
801-09070	Measure R – Special Events
801-09071	Measure R – Older Adults
801-09072	Measure R – Youth Development
801-09073	Measure R – Rec Programs







### Agenda Item Details

Meeting	Jun 25, 2025 - Regular Board Meeting
Category	11. CONSENT AGENDA
Subject	11.26 Expanded Learning City of Watsonville Contract 25-26
Access	Public
Type	Consent
Goals	Goal #4 Develop Human Capital Goal #3 Positive and Supportive Culture Goal #1 Universal Achievement – All Students Career and College Ready

### Public Content

#### Independent Contractor Agreement with **City of Watsonville**

##### **Background:**

In alignment with the **PVUSD Expanded Learning Program Plan for 2025–26**, as referenced in the consent items of the June 25, 2025 Board Meeting, the following Independent Contractor Agreement is submitted for approval.

**Contractor:** City of Watsonville

##### **Scope of Services:**

The City of Watsonville will provide **afternoon enrichment programming** at designated PVUSD school sites. Programming includes structured activities in arts, sports, STEM, and youth leadership designed to promote student engagement, wellness, and academic support.

**These are direct services to students.**

##### **Vendor Status:**

The City of Watsonville is an **approved vendor** from the **2024–25 Expanded Learning RFP** process.

##### **Funding Source:**

No general funds will be used. Services will be funded through **ASES, 21st Century Community Learning Centers, and ELOP** grant allocations.

##### **Prepared by:**

Jennifer Littleton Bruno  
Executive Director, Expanded Learning



25.26 Agreement checklist PVUSD.docx.pdf (126 KB)

25-26 City of Watsonville ICA.docx (1).pdf (393 KB)

## **Administrative Content**

