

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of April 15, 2026 (the “Effective Date”) by and between Merced City School District, a public school district of the State of California (the “District”), and **City of Merced**, (“Vendor”) for the period specific herein and according to the following terms and conditions. The District and the Vendor are referred to in this Agreement individually as “Party” and collectively as the “Parties.” The Vendor shall be, for the purposes of this Agreement, an independent Vendor/consultant and shall not be deemed an employee of the District for any purpose. The District may provide such supplies and equipment as shown herein for the convenience of Vendor and such accommodation shall not operate as an indicia of employment.

### **I. SERVICES TO BE PERFORMED BY VENDOR**

#### **A. Scope of Work.**

Vendor agrees to perform the Scope of Work described in **Exhibit A** in a manner satisfactory to the District, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in California under similar conditions. Any changes in the Scope of Work must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing. Vendor retains the right to control or direct the manner in which the services, described in Exhibit A, are to be performed. Subject to the foregoing, the District retains the right to inspect Vendor’s work to ensure conformity with the desired result.

Any terms included in the Scope of Work or other attachments included in Exhibit A, including Vendor’s proposed terms and conditions to the extent inconsistent with the terms and conditions of this Agreement, shall be superseded by the terms of this Agreement.

#### **B. Manner of Work, Place of Performance, Access to Supplies and Equipment.**

Vendor shall perform all services as needed by the District in a competent and professional manner under the direction of Aaron Alexander (“Project Manager”), who shall review Vendor’s performance and determine the final acceptance of the end product to be produced under the terms of this Agreement. Vendor shall render service(s) described in the Scope of Work at any and all locations as required to complete the Agreement.

Vendor shall not have access to or use of supplies and equipment owned by the District unless stated herein for the purposes of the performance of the services described in Exhibit A. Contract shall have access to the following:

Vendor agrees to use ordinary care to safeguard and maintain equipment or supplies listed below, and shall be held accountable for loss, damage, or destruction arising within this clause.

#### **C. Employment Of Assistants/Others.**

Vendor represents that it has, or shall secure at its own expense, all personnel required to perform the Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work. This includes meeting all employment requirements for work in a public school in the state of California, including, but not limited to passing all background check requirements, health requirements, and other screening laws currently in place. This is further outlined below in Section IV.

D. Vendor's Certifications, Representations, and Warranties.

Vendor makes the following certifications, representations, and warranties for the benefit of the District. Vendor acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation, and warranties and their effectiveness throughout the term of this Agreement and the course of Vendor's engagement hereunder.

1. Vendor is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Vendor has all such licenses, permits, certificates, and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

2. Vendor, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

3. Vendor will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, those services that are set forth in this Agreement, and represents that such services are within the technical and professional areas of expertise of the Consultant or any sub-consultant the Consultant has engaged or will engage to perform the service(s). Vendor will use the District's enrollment and attendance platform.

## II. **TERM AND TERMINATION**

A. Term.

This Agreement shall become effective on the Effective Date and shall continue for a period of one (1) year, unless terminated earlier consistent with Section II. C.

B. Dispute.

In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Vendor agrees to continue the work diligently to completion. If the dispute is not resolved, Vendor agrees it will neither rescind the Agreement nor stop the progress of the work, but Vendor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the

dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Vendor the undisputed amounts due under this Agreement.

C. Termination.

This Agreement shall terminate as set out at the expiration of the Agreement, outlined in Section II(A), except:

- (1) The District may terminate at any time if Vendor does not perform, or refuses to perform, according to this Agreement.
- (2) The District may terminate services of Vendor at any time, if, in the professional judgment of the Project Manager, named herein, Vendor's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the District's requirements as specified in Exhibit A.
- (3) Either party may terminate upon 30 days written notice.
- (4) In the event of early termination, Vendor shall be paid for all work or services performed to the date of termination, based on the Project Manager's determination of product delivered.
- (5) For avoidance of doubt, the District is not entitled to a refund of any prepaid fees in the event of a termination for convenience.

**III. COMPENSATION**

A. Terms Of Payment.

In consideration for all Services to be performed by Vendor, the District agrees to pay the following amount in accordance with the following payment schedule:

- Up to \$231,588.05 over the course of one year with 10% (\$23,159) of the contract total to be paid within 30 days of execution of this Service Agreement to enable the purchase of supplies for the program(s).
- Invoices for program performance and student attendance will be submitted monthly for reimbursement of costs associated with program implementation and support as outlined in the PROPOSER PRICE SCHEDULE.

This reflects full and complete payment for the services described in the Scope of Work, attached as Exhibit A.

B. No Payroll Or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. Vendor is fully responsible for all payroll and employment taxes for all employees.

C. Expenses.

Vendor shall not be reimbursed for any out-of-pocket expenses incurred by Vendor in the performance of Vendor duties and responsibilities under this Agreement, except as provided for in Appendix A or as outlined in Section III(A), above.

D. Invoicing

Invoices for goods and services delivered against any contract or order must be itemized by site and all applicable discounts identified. Invoices must show the Purchase Order number. Invoices shall be submitted at the end of each month.

Invoices must be placed on the organization's letterhead that includes the organization's name, mailing address, phone number, and email address. Invoices must also include an invoice number, reference the Purchase Order (PO) number, the date services were rendered, the date the invoice was generated, and, if applicable, student attendance records. Invoices must also include the total amount that is due.

The Contractor shall submit invoices to the District, Accounts Payable, the Contract Manager, and the Contract Manager's Department Secretary. All invoices must reference this contract number/contract ID # and the service performed. Invoices not submitted after forty-five (45) days of service will prompt a warning letter informing the vendor that they may be subject to program suspension. Not submitting invoices after sixty (60) days will result in the district suspending vendor's providing service(s).

Payments shall be made within sixty (60) days of receipt of invoice from the Contractor. In the event of a claim of late fees by Contractor, District shall pay undisputed fees in accordance with Government Code section 926.10.

The vendor may request for a reasonable portion of the proposed contract up-front for expenses such as "start-up" costs as negotiated by the MCSD Executive Cabinet. The vendor acknowledges that an invoice of the negotiated "start-up" request will need to be submitted upon Board approval.

#### **IV. OTHER OBLIGATIONS OF CONSULTANT**

A. Workers Compensation And Unemployment Insurance And Licenses.

Vendor shall be responsible for providing, at Vendor's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Vendor and for Vendor's employees, agents and independent Consultants, as may be required by law.

B. Materials And Equipment.

Vendor shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

C. Licenses, Permits, Fees And Assessments.

Vendor shall obtain at Vendor's sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. Vendor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Vendor's performance of the Services required by this Agreement.

D. Fingerprinting.

For any work performed by Vendor at District facilities or directly with students when not directly supervised by a District employee, Vendor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Vendor shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Vendor shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

E. Confidentiality. (If access to confidential or student information)

Vendor acknowledges that, during the term of this Agreement, Vendor may have access to privileged and confidential materials and information in the custody of clients of the District, including, but not limited to, student information. Vendor covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Vendor further acknowledges that, during the term of this Agreement, Vendor may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Vendor agree are proprietary or confidential in nature.

Vendor acknowledges that:

1. The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;

2. The Confidential Information will be made known to the Vendor in full reliance on this Agreement;
3. The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and
4. Any use of the Confidential Information by Vendor other than for the District's benefit in connection with the business relationship between Vendor and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Vendor. The Consultant hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Vendor may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Vendor.

F. Protection Of Student Education Records And Information.

1. Student Information. Student data, records, and information ("Student Information") includes paper and electronic student education record information supplied by District, as well as any data provided by District students and parents to the Vendor, which is protected by federal and state law, including but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060, *et seq.* Vendor acknowledges that the Agreement requires the Vendor to access Student Information to perform this Agreement. Vendor receives this Student Information in its capacity as a "school official" for purposes of performing its obligations under this Agreement. Both District and Vendor certify that they will abide by state and federal laws concerning confidential Student Information.

2. Prohibition on Unauthorized Use or Disclosure of Student Information. Vendor agrees to hold Student Information in strict confidence. Vendor shall not use or disclose Student Information received from or on behalf of District, except as permitted or required by the Agreement, or as required by law. Vendor agrees that it will protect the Student Information it receives from or on behalf of District according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

3. Return or Destruction of Student Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return all Student Information to District, or if return is not feasible as determined by District in written notice to Vendor, destroy any and all Student Information.

4. District Remedies. If District reasonably determines in good faith that Vendor has materially breached any of its obligations under this Article, District, in its sole discretion, shall have the right to provide Vendor with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. District shall provide written notice to Vendor describing the violation and the action it intends to take.

5. Maintenance of the Security of Student Information. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student

Information received from or on behalf of District or its students. These measures will be extended by contract to all sub vendors used by Vendor.

6. Reporting of Unauthorized Disclosures or Misuse of Student Information. Vendor, within one calendar day of discovery, shall report to District any use or disclosure of Student Information not authorized by the Agreement or in writing by District. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Student Information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Vendor has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, requested by District.

7. Indemnity. Vendor shall indemnify, defend, and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Vendor's failure to meet any of its obligations under this Article.

G. Implementation of Student Individualized Education Programs, Student Section 504 Plans, and Student Health Plans.

The District shall provide Vendor with information necessary for Vendor to implement provisions of individualized student plans during the Agreement period. This includes providing accommodations and health support. Vendor shall indemnify, defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Vendor's failure to meet any of its obligations under the Individuals with Disabilities Education Act, California law, or other laws, related to a failure to appropriate implement a student's individualized plan or to appropriate provide a student with access to Contract's program.

H. Insurance.

Vendor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District, which will protect Vendor and District from claims which may arise out of or result from Vendor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

2. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLAR (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

a. owned, non-owned and hired vehicles;

- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

Each policy of insurance required in G 2 above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Vendor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and shall waive all rights of subrogation. Vendor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Vendor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Vendor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Vendor, and in such event Vendor shall reimburse District upon demand for the cost thereof.

3. Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion and Denial of Service with limits of Two Million Dollars (\$2,000,000) per occurrence.

4. Errors and Omissions insurance, where such policy limits shall be at least Two Million Dollars (\$2,000,000) per occurrence, and cover technology errors and omissions items.

I. Indemnification.

To the fullest extent permitted by law, Vendor shall fully indemnify, defend, and hold harmless the District, its employees, agents, and independent Vendor from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Vendor services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated, as well as while it is in force.

J. Return Of District Property.

On the termination of this Agreement or whenever requested by the District, Vendor shall immediately deliver to the District all property in Consultant's possession or under Vendor's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Vendor excepted.

K. Use Of Copyrighted Materials.

Vendor warrants that any materials provided by Vendor for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act, and except to the extent that Vendor has obtained permission to use such work from the copyright holder. Vendor shall be solely responsible for ensuring that any materials provided by Vendor for

use by District pursuant to this Agreement satisfy this requirement. Consultant agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys' fees to which District is exposed on account of Vendor's failure to perform this duty.

L. Drug and Alcohol-Free Workplace

The Contractor hereby certifies, under penalty of perjury, under the laws of the State of California, that under the contract, they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Merced City School District Board of Education's Policy (BP 4020). Therefore, the delivery site(s) shall be kept drug and alcohol free at all times.

M. Tobacco-Free Workplace

The Contractor hereby agrees, under the contract, that he will comply with Merced City School District Board of Education's Policy (BP 3513.3), which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of secondhand smoke and desires to provide a healthy environment for students and staff." Therefore, the site(s) shall be kept tobacco-free and smoke-free at all times. The California Health and Safety Code Sub-Section 104559 continues to include, "other nicotine delivery devices, such as electronic cigarettes", vape pens included.

N. Enrollment & Attendance

The Contractor will use the District's online platform for enrollment and attendance. The Contractor will maintain accurate and timely adjustments (as needed) in order to accurately invoice for service.

Families may decide to dually-enroll their child in programming. Managing these opportunities should be conducted by the adults managing the concurrent programs to ensure the safety of the child(ren).

O. Marketing & Promotion

The Contractor will participate in District-wide community programs including, but not limited to: Back to School Night, Open House, Town Halls, MCSD Board of Education Meetings, and Community Forums. This partnership is important to inform our school community about opportunities for their children to participate in.

P. Surveys & Data

The Contractor will survey the participants and their families regularly and provide the District with the data from the surveys and/or any other formative and/or summative assessment of student progress.

Q. Child Safety & School Misconduct (California Senate Bill (SB) 848)

The Contractor provides employees with an annual Mandated Reporter Training which includes but is not limited to recognizing grooming and abuse behaviors and appropriate staff-student interactions (inclusive of limits on digital communications (texts, social media, etc.)).

R. Minimum Skills Requirements for Employees

Staff that is used in ratio with pupils must meet the LEA's minimum requirements for an instructional aide. All ELO Programs must maintain a staff to pupil ratio of 1:20, unless working with TK/K pupils, where the staff to pupil ratio must be at least 1:10 *EC* Section 46120(b)(2)(D).

It is best practice that mixed pupil groups that include any TK or Kindergarten pupils adhere to the 1:10 staff to pupil ratio requirement.

Educational qualifications for instructional aides shall be prescribed by the school district employer and shall be appropriate to the responsibilities assigned. *EC* Section 45344(b)

Based on the statutory requirements, staff members for the ASES and 21st CCLC programs must have the following qualifications:

(1) Meet the minimum qualifications for an instructional aide as prescribed by District policies pursuant to *EC* Section 8483.4

V. **GENERAL PROVISIONS**

A. Disputes Resolution.

In the event of any disputes or disagreement between the District and Vendor with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

B. Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives

the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

C. Amendments.

This Agreement may not be altered or modified, except by a writing signed by the Parties.

D. Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California. The venue for all disputes shall be in Merced County, California.

E. Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

**To the District:**

Attn: Julianna Stocking, MCSD Superintendent  
444 West 23<sup>rd</sup> Street  
Merced, CA 95340

**To the Vendor:**

Attn: Christopher Jensen, Director of P&CS  
City of Merced  
678 W 18<sup>th</sup> Street  
Merced, CA 95340

Each Party may designate in writing such other place or places that notices and demands may be given.

F. Assignment.

This Agreement is for personal services to be performed by Vendor and may not be assigned to, sublet to, or performed by any person or persons who are not parties hereto except by

employees of Vendor. Notwithstanding the foregoing, Vendor may assign this Agreement in the event of merger, acquisition or reorganization.

G. Agreement Interpretation.

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

H. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

I. Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement. In the event of any inconsistency or conflict between the terms of this Agreement and any proposal by Vendor or any Scope or other Exhibit attached hereto, the terms of this Agreement, Sections I – V, including all subparts therein, shall govern.

J. Severability.

If any provision in 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 without being impaired or invalidated in any way.

K. Force Majeure.

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**MERCED CITY SCHOOL DISTRICT**

By: Juliana Stocking  
Name and Title: Juliana Stocking, Superintendent

**VENDOR:**

**[CITY OF MERCED]**

By: \_\_\_\_\_  
Name and Title: Scott D. McBride, City Manager

**APPROVED AS TO FORM:**

**APPENDIX A**  
**SCOPE OF SERVICES**  
  
(attached)

Craig Cornwell 4-23-2026  
**CRAIG J. CORNWELL**      **Date**  
**City Attorney-City of Merced**

# EXHIBIT A



**Christopher Jensen**  
Director, Parks & Community Services  
City of Merced  
632 W. 18th Street  
Merced, CA 95340  
(209) 564-0150

3/17/26

**Merced City School District**  
Attn: Expanded Learning Opportunities Program Review Committee  
RE: Proposal Consideration – Fun-damental Sports Initiative (ELOP)

Dear Review Committee Members,

On behalf of the City of Merced Parks & Community Services Department, I respectfully submit this letter for your consideration of our proposal to deliver the **Fun-damental Sports Initiative** as part of the District's Expanded Learning Opportunities Program (ELOP).

The Fun-damental Sports Initiative is designed to provide **free access to flag football, basketball, and baseball for a minimum of 485 K-6th grade students** each season within the Merced City School District. This initiative removes financial barriers to participation while promoting physical wellness, teamwork, leadership development, and positive peer engagement across the district.

With our current ELOP contract through MCSD we supplied 97 students free Baseball over the summer, over 112 students Flag Football over Fall, and over 240 students Basketball over Winter. These student interactions amount to over 30,000 hours of service this school year through your ELOP commitment. We propose to continue alignment of programming directly with MCSD priorities. Students will learn sport-specific fundamentals, sportsmanship, goal setting, and healthy competition in an inclusive and supportive environment led by trained recreation professionals and volunteer coaches.

Beyond athletics, this program supports social-emotional learning, builds community pride, and strengthens connections between families, schools, and students across the district. By offering these programs at no cost, the District and City together ensure that every child—regardless of income—has the opportunity to participate, develop confidence, and build lifelong healthy habits.

We value our strong partnership with MCSD and look forward to expanding access to structured recreation opportunities that complement the District's academic mission. Thank you for your consideration of this proposal.

Sincerely,

Christopher Jensen  
Director  
City of Merced Parks & Community Services

## **Appendix D- PROPOSER QUALIFICATIONS**

### **PROGRAM VISION**

#### **a. What is the vision for the program, and what are the goals?**

The vision of the City of Merced “Fun-damental Sports” initiative is to provide safe, inclusive, structured athletic enrichment that supports whole-child development beyond the instructional day while expanding our of school connection to peers and community.

While many programs focus on before, during, or immediately after-school offerings, the Fun-damentals Sports Initiative provides an arena for parents and children to engage with cohorts of families from across the District on evenings and on weekends allowing students to see themselves not just as a member of a specific students body, but as a member of an entire community.

Goals include:

- Increasing physical activity and healthy habits
- Teaching strong sport fundamentals
- Strengthening teamwork, communication, and resilience
- Reinforcing positive behavior and leadership skills
- Increasing student engagement and school connectedness
- Ensuring equitable access to enrichment opportunities

#### **b. What will students learn and do in this program?**

Students will participate in structured practices and games while learning core sport fundamentals such as passing, dribbling, throwing, catching, positioning, teamwork, and strategy. They will also engage in goal-setting, health and nutrition discussions, and team reflection. Each participant receives approximately 18 direct service hours per season.

#### **c. In what ways is this opportunity unique, fun, exciting, and educational?**

The program combines nationally recognized youth sports models under one unified City framework. Students experience team seasons with uniforms, structured competition, mentorship, and end-of-season celebrations. Learning is experiential and movement-based, promoting skill mastery and confidence.

#### **d. How is the program accessible to varied abilities?**

Accessibility is ensured through grade-level divisions, adaptive drills, bilingual communication, inclusive participation expectations (each students must play in every game), non-contact formats, and implementation of accommodating equipment when applicable. Staff are trained

in differentiated instruction and behavioral supports including training on restorative approaches, PBIS principals, and the use of inclusive language.

**e. How will students be engaged and excited?**

Students are engaged through team identification materials such as jerseys, skill milestones set at our Skills Combine event, recognition of improvement through coaches awards, structured competition, and celebratory events. Positive mentorship fosters belonging and sustained participation through tight staffing ratios of parents coaches.

**f. What are the intended student outcomes?**

Students will demonstrate increased physical activity, improved sport fundamentals, stronger teamwork, communication, and resiliency skills, enhanced leadership behaviors, improved sportsmanship, and greater community connectedness. Students that feel their community invest in them are more likely to give back to their community through civic engagement and being of services.

**g. What strategies promote positive behavior?**

The program aligns with PBIS principles through clear expectations, consistent supervision, restorative coaching practices, positive reinforcement, and team accountability structures. Coaches are encouraged to recognize standout character of rotating players each practice and game, making sure all students are recognized no matter their level of skill.

**h. How will families be informed and engaged?**

Families receive pre-season information through emails and a mandatory in person (or virtual if requested) parent/player orientation. They receive a weekly update via email, open ongoing communication with Site Leads, end-of-season celebration invitations, and post-program evaluation surveys.

**i. How will you collaborate with District staff?**

The City will coordinate facilities, any higher level PBIS steps that may require school support, share enrollment and attendance data, provide seasonal impact summaries, and participate in planning meetings as requested.

## **LINK TO OUTCOME GOALS**

### **a. Alignment with District strategic goals?**

The initiative supports whole-child development, safe school climates, SEL integration, equitable enrichment access, and improved student engagement. The program reinforces attendance habits, positive behavior, and academic readiness through structured after-school enrichment.

### **b. How will effectiveness be evaluated?**

Data collected includes enrollment, attendance, retention, skill observations, behavioral tracking, and post-program surveys. Benchmarks include 85%+ positive responses in wellness/SEL domains and 90%+ satisfaction regarding safety.

A continuous improvement cycle includes weekly program reports, routine coaches and parent engagement, review of data each season, adjusting training and delivery, and share summary reports with District staff.

### **c. Alignment with MTSS, PBIS, SEL, CCR?**

The program supports Tier 1 MTSS engagement, reinforces PBIS expectations, builds SEL competencies, and develops leadership and accountability skills that support college and career readiness.

The field of Parks & Recreation offers a vast variety of skills that can be leveraged or built upon across various fields of college and career paths. Employment in recreation programs is one of the most popular areas of employment for college students. City of Merced Parks & Community Services is a proud sponsor of UC Merced College Corps who's students serve as site staff for the various sports in the Fun-damentals program. The visibility of young college students giving back to their community and working in the field of recreation while pursuing local higher education is a key focal point of the Fun-damentals program alignment with career and college readiness.

### **d. How will student progress be communicated?**

Families receive attendance updates and general skill feedback. Aggregate reports may be shared with District staff as appropriate. Coaches have ongoing communication with Site Leads should behavior be of concern or in need of recognition. Parents are engaged as appropriate and encouraged to share success stories with coaches and or staff. Parent/Student surveys are distributed at the each of each season to measure seasonal progress and growth.

## **SCHEDULE**

**a. Please provide a general description for each week of programming, including sample learning targets and activities. Weekly programming overview**

- Weeks 1–2: Registration, Coach & Staff Training, Team formation, Skills combine and Fundamental clinics.
- Weeks 3–4: Preseason Practice- teams focusing on position alignment, conditioning and skill development.
- Weeks 5–11: Practice and games focusing on following direction, sportsmanship, health and fitness, goal setting, and resilience
- Weeks 9–11: Competitive play and leadership focus.
- Week 12: Final games & celebration.

**b. Please provide a detailed sample plan for one day of the program, including the length of time allocated to each activity within the period, and a description of what students will be doing. Sample 60-minute daily plan for each Practice**

Staff and Coaches prepare materials and equipment in advance in each practice and are assigned a specific site and practice location at their site to ensure effective start and end times. Each week includes practice and a game. Games are fluid in nature and focus solely on strategy, rotation of students, and roles and responsibilities while practices are much more structured to prepare students for games and growth over the course for the season. Practice agendas follow the following format:

- 10 min warm-up
- 10 min instruction
- 30 min drills
- 10 min health/character focus
- 5 min reflection.

**c. How will time be utilized effectively to maximize learning and engagement?**

Practice Sessions are pre-planned with clear staff roles, equipment prepared in advance, and minimal transition time to maximize engagement. Advances preparation allows for coaches and staff to focus more on students instruction, drills, understanding, behavior, rotation and growth. Practices are a minimum of 60 minutes each week.

**d. How will this proposal be rolled out over the length of the program?**

These activities have been funded through two separate contracts over the past year with the first being a pilot of the Jr. Giants Baseball program followed by a contract for Flag Football and Jr. NBA Basketball. The goal of submitting one proposal that includes 3 seasons of programing is to decrease any fallout or loss of momentum staffing or students involvement while applications

are being submitted. For the 26/27 School Year, all three programs will be included and carried out as followed:

- Summer: Jr. Giants; Fall: NFL Flag Football; Winter: Jr. NBA/WNBA.

This year-round structure supports sustained engagement by students and their caregivers.

## **STUDENT AND STAFFING MODEL**

**a. What is the target number of students (10:1 and/or 20:1) to be served by the proposed program, and how was this number determined?**

The program capacity for City sports averages around 300 youth. However, not all youth in the City belong to MCSD so the proposed number represents an equitable allocation of available spots to MCSD students (K-6<sup>th</sup>) a minimum of 485.

While some programs focus on reach and maximum numbers served, the Ratios: 10:1 Coach/Recreation Leader; 20:1 Recreation Specialist; 60:1 Recreation Coordinator (Site Lead) support the Fun-damental Initiative mission of providing safe, inclusive, structured athletic enrichment that supports whole-child development. In order to do so, a tighter staff to student ratio is required compared to others programs.

**b. Staffing required- How many staff members will be necessary to implement the proposed program? Of this number, how many staff members will be provided by the proposer?**

Staffing is scaled to maintain the stated ratios above. All direct staff are provided by the City of Merced, are background checked, fingerprinted, and trained before interacting with students.

Direct Service Staff- Each site is led by a (3-PTE) Rec. Coordinator who are supported by a (3-PTE) Recreation Specialists and (3-PTE) Recreation Leaders who assist coaches with students at each practice and game. The Rec. Leader position is also filled by College Corps volunteers as available for practices and games (3-4 additional staff, unpaid).

Indirect Service Staff- Administrative support includes a (1- FTE) Recreation Coordinator and (1-FTE) Contract Accountant.

The leagues are divided into 4 (at least) Divisions (K, 1-2, 3-4, 5-6 grades). Each division contains approximately 60 students. Each practice has time dedicated to each division across sites which allows for the ration of 10:1 coaches & Rec. Leaders, 20:1 Rec Specialist, 60:1 Rec Coordinator (site lead).

**c. Roles and responsibilities**

Coaches and Rec Leaders supervise and instruct; Specialists support students, parents, and coaches needs for equipment, communication, behavioral modification; Site Leads oversee

safety and compliance such as entry/exit paths of travel, league communication to staff/parents, and staffing reports; Administrative staff provide program staffing oversight and fiscal management.

**d. Please describe a staffing model that details the staffing structure based on the planned number of students and staff.**

Students → Coaches (10:1) → Specialists (20:1) → Site Leads (60:1) → Administrative Oversight (250:1).

**e. Staff selection- Please describe how program staff will be selected.**

Staff are selected based on experience, coaching knowledge, leadership ability, and required background clearance. Full time employees are recruited and trained to operate both youth and adult sports as well as community events and other programs. Part time employees and coaches are selected based on their qualifications and willingness to work with youth and communicate with parents. Interested parties must apply through a formal online application process, pass an internal panel interview by full time staff and then complete background and drug screening through City of Merced Human Resources.

**f. Staff training- Please describe any training that program staff will participate in before beginning work with the proposed program. Specifically note how your staff will be trained to support students with special needs and challenging behaviors.**

Prior to the start of each seasonal session, all program staff—including Recreation Leaders/Coaches, Recreation Specialists, and Recreation Coordinators (Site Leads)—will participate in structured pre-service training to ensure safe, inclusive, and developmentally appropriate program delivery.

Pre-program training includes:

- Youth development principles and age-appropriate instructional strategies
- Social Emotional Learning (SEL) integration within athletic programming
- Positive Behavior Intervention and Support (PBIS)-aligned behavior management techniques
- Multi-Tiered System of Support (MTSS) awareness and Tier 1 engagement strategies
- Trauma-informed practices and relationship-based coaching
- Mandated reporting requirements and child safety protocols
- Emergency procedures and risk management

Specific emphasis is placed on preparing staff to effectively support students with special needs and those exhibiting challenging behaviors. Training includes:

- Understanding diverse learning profiles and developmental differences
- Strategies for adapting drills and instruction for varied ability levels

- Implementing IEP-informed accommodations when applicable
- Use of positive redirection and proactive behavior supports
- De-escalation techniques and calm response strategies
- Facilitating restorative conversations and conflict resolution
- Recognizing behavioral triggers and implementing preventative supports

Staff are trained to prioritize inclusion, ensuring that all students can meaningfully participate regardless of physical ability, learning differences, or language background. Coaches are instructed to model respectful communication, provide clear expectations, reinforce effort over performance outcomes, and create psychologically safe team environments.

Recreation Coordinators (Site Leads) receive additional supervisory training in documentation procedures, incident reporting, family communication, and escalation protocols when additional support is required.

Ongoing in-season supervision and coaching are provided to reinforce training expectations and ensure continuous alignment with District standards.

Through comprehensive pre-service preparation and ongoing oversight, the City ensures that staff are equipped to support all students—including those with special needs and behavioral challenges—in a structured, supportive, and positive environment.

**g. Attendance strategies- What specific strategies will staff use to ensure high attendance and participation throughout the program?**

Strong Team Identity and Belonging

Students are placed on teams with consistent coaches and teammates throughout the season. Team identity, uniforms, and structured schedules foster a sense of belonging and accountability that encourages regular attendance.

Relationship-Based Coaching

Recreation Leaders and Coaches are trained to build positive relationships with students. When students feel known, supported, and valued, they are more likely to attend consistently and remain engaged.

Progressive Skill Development and Milestones

The program is structured so that skills build week-to-week. Students understand that attendance contributes directly to improvement and game readiness. Clear learning milestones motivate students to return.

Recognition and Positive Reinforcement

Staff recognize attendance, effort, improvement, sportsmanship, and teamwork. Verbal recognition, team shout-outs, and end-of-season celebrations reinforce consistent participation.

#### Clear Communication with Families

Families receive schedules, reminders, and updates. When attendance concerns arise, Site Leads proactively communicate with families to identify barriers and provide support when possible.

#### Culminating Events and Celebrations

End-of-season games and recognition ceremonies provide students with tangible goals and a sense of accomplishment, reinforcing commitment throughout the season.

## **FACILITIES AND MATERIALS**

**a. Please describe the facilities that are required to implement the proposed program (e.g., a classroom and weekly access to a grass field, or a gymnasium and locker rooms).**

Fun-damentals Initiative will require the use of school Gymnasiums including restroom access, and storage space for the basketball season (January- March). The use of these facilities is historically supported by a Joint Use Agreement with MCSD. All other facilities will be City owned and include park space and sports facilities.

**b. Please describe any transportation needs for special events, such as field trips, if necessary, and explain plans for procuring.**

The Fun-damentals Sports program will be offered at facilities across Merced including schools. The coordinating organization, Parks & Community Services, offers transportation if requested by parents.

**c. Please describe the equipment, materials, and supplies necessary for implementing the proposed program, and explain general plans for obtaining these items.**

Fun-damentals Sports Initiative programs will require sport specific materials for each of the three programs to ensure students and their parents are not required to buy any materials in order to participate. Materials include the following for each sport:

- Jr. Giants Baseball- Uniforms, bats, gloves, balls, bases, t-ball t's, field paint
- NFL Flag Football- Uniforms, footballs, cones, ballbags, flags, mobile scoreboards, field paint, scorebooks
- Jr. NBA/WNBA Basketball- Uniforms, basketballs, cones, mini- backboards, mobile scoreboards, wristbands, scorebooks

**d. Please describe any District equipment, materials, or supplies that would be used by the proposed program (e.g., desktop computers or LCD projectors).**

The Fun-damentals Sports Initiative would not need any school/district equipment.

## **PROGRAM REQUIREMENTS**

**a. Please provide a list of the site(s) you would be interested in serving**

Fun-damental Sports will serve students from any K-6<sup>th</sup> grade classes but will focus programs at City sports fields or school gymnasiums. (See Attachment A)

**b. Please provide a statement of the grade levels you would be serving.**

Fun-damentals Sports Initiative will serve a minimum of 485 K-6<sup>th</sup> grade students in MCSD for each sport (3 total).

**c. Please provide us with the number of students your program could serve per session.**

Fun-damental Sports can serve a minimum of 485 students.

**d. Please provide us with the number of service hours needed to fulfill this proposal.**

With the requested staffing ratio and the level of interaction projected with the number of students to be served in each sport the following hours of service can be expected:

- 18 direct service hours per participant per season
- 4,500 cumulative hours per sport
- 13,500 cumulative hours annually across three seasonal offerings. Participation may include students enrolling in multiple seasons.

Dates for programming:

- Jr. Giants: June 1 - July 31, 2026
- NFL Flag Football: September 1 - October 31, 2026
- WNBA/NBA Basketball: January 1 - March 31, 2027



**MERCED CITY SCHOOL DISTRICT  
 SUPPLEMENTAL SERVICE AND/OR ENRICHMENT PROVIDERS  
 MULTIPLE SCHOOL SITES  
 Request for Application 2026 - 2027**

**APPENDIX E  
 PROPOSER PRICE SCHEDULE  
 SUPPLY ITEMIZED WORKSHEET**

<b>Supply Description</b>	<b>Will Students Use the Supply?</b>	<b>Cost per Item</b>	<b>Total Items Needed</b>	<b>Total Item Cost</b>
Balls (Football 40 balls & Basketball 80 balls)	Yes / No	\$20	120	\$2,400
Jerseys (\$35 per student, Football - 135 x 1 sports)	Yes / No	\$35	135	\$4,725
Jerseys (\$35 per student, Bsketball - 239 x 1 sports)	Yes / No	\$35	239	\$8,365
	Yes / No			
	Yes / No			
	Yes / No			
Registration Fee per Student	Yes / No	\$100	up to 500	\$50,000
(Breakdown of Students- 110 Jr Giants, 239 Basketball, 135 Flag Football)	Yes / No			
(registration will not exceed 500 students total for year)	Yes / No			
	Yes / No			
	Yes / No			
		<b>Total Supplies Cost</b>		\$65,490

\*if specific costs are not yet defined at the time of proposal, provide general provisional costs not to exceed a dollar amount\*

**MERCED CITY SCHOOL DISTRICT  
SUPPLEMENTAL SERVICE AND/OR ENRICHMENT PROVIDERS  
MULTIPLE SCHOOL SITES**

**Request for Application 2026 - 2027**

**APPENDIX E**

**PROPOSER PRICE SCHEDULE**

Create a budget proposal per site based on a cost per student.

A minimum of 85% of funds must be used for direct service to students. MCSD will update the allowable indirect / administrative percentage annually.

Vendor Name: City of Merced Parks & Community Services Date: 2/18/2026

**Cost per student:** \$463.18 (Total/500 students)

<b>Traditional or Modified Traditional Calendar</b>		
EXPENDITURES	PROPOSED USE OF DISTRICT FUNDS 10+ week session <u>Indicate length of session:</u>	34 weeks total
<b>Personnel Expenses 1000s</b> – Certificated 2000s – Classified 3000s - Benefits		
Personnel Salaries & Wages	<b>115,549.26</b>	
Employer Paid Taxes	10,341.66	
Health & Welfare Benefits	0	
Other (Include Description)		
<b>SUBTOTAL OF PERSONNEL EXPENSES</b>	<b>125,890.92</b>	
<b>Supplies &amp; Equipment</b> 4000s – Supplies, Books, Equipment		
Supplies	\$65,490	
Other (Include Description)	0	
<b>SUBTOTAL OF SUPPLIES &amp; EQUIPMENT</b>	<b>\$65,490</b>	
<b>Subcontracts, Services, Field Trip Expenses</b> 5000s – Services, Field Trips		
Subcontracts	\$10,000 (officials)	
Field Trips		
Other (Include Description)		
<b>SUBTOTAL OF SERVICES</b>	<b>\$10,000</b>	
<b>Grand Total</b>	<b>201,380.92 * 15% (Admin Indirect) = 231,588.05</b>	

## Vendor Staff Qualification & Safety Acknowledgment

**Vendor Name:** \_\_\_\_\_

**Program Title:** \_\_\_\_\_

### **Minimum Skill Qualifications**

In accordance with California Expanded Learning Opportunities Program (ELO-P) and other funding requirements (California Education Code Section 46120) and local School District policies, the Vendor hereby certifies that all staff members assigned to work directly with students meet the following minimum qualifications:

#### **Instructional Competency:**

All staff serving in instructional or tutoring capacities have successfully passed an instructional aide basic skills test or meet equivalent Local Educational Agency (LEA) requirements to demonstrate proficiency in literacy and mathematics.

#### **Educational Background:**

Staff meet the minimum education requirements equivalent to those required of instructional aides within the district (e.g., high school diploma or equivalent, and/or 48 college units/AA degree).

### **Health and Safety Compliance**

The Vendor acknowledges and agrees to comply with the following safety protocols:

#### **Fingerprinting and Background Checks:**

All employees, subcontractors, or agents interacting with students have undergone a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) background check. The Vendor has received valid criminal records summaries for all staff per Education Code requirements.

#### **Tuberculosis (TB) Clearance:**

The Vendor certifies that all staff have received medical clearance for Tuberculosis within the timeframe required by California law (California Education Code Section 49406).

#### **Supervision:**

Vendor staff will ensure student safety at all times, adhering to all district safety protocols regarding student check-in/check-out and emergency procedures.

### **Program Management & Ratios**

#### **Staffing Ratios:**

The Vendor certifies that it will maintain the minimum staffing ratios required for ELO-P programs (typically 1:10 for Transitional Kindergarten/Kindergarten and 1:20 for grades 1-6) at all times during operation.

#### **Compliance Monitoring:**

The Vendor agrees to maintain records of staff qualifications and background clearances and will make such records available for audit by the District or State upon request.

### **Certification & Signature**

By signing below, the authorized representative of the Vendor validates that all personnel assigned to the School District ELO-P program meet the requirements outlined above. The Vendor understands that failure to maintain these standards may result in program suspension or contract termination.

**Authorized Signatory Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FUNDING CONTINGENCY ACKNOWLEDGMENT & ADDENDUM**

**PARTIES**

This Acknowledgment and Addendum ("Addendum") is entered into by and between the Merced City School District ("District") and \_\_\_\_\_ ("Vendor"), collectively referred to as the "Parties," as a supplement to the Agreement for services dated \_\_\_\_\_ (the "Agreement").

**RECITALS**

- The District is a public educational agency whose budget is primarily dependent upon apportionments from the State of California and Federal grant funding.
- The Parties recognize that public funding is subject to legislative adjustments, budget deficits, and economic fluctuations beyond the control of the District.
- This Addendum is intended to ensure compliance with fiscal accountability standards under California law.

**TERMS AND CONDITIONS**

**Non-Appropriation of Funds / Funding Reduction**

In accordance with California Education Code Section 17604 and related fiscal statutes, the District's obligation to perform under this Agreement is contingent upon the availability of appropriated funds. If funding from State or Federal sources is reduced, restricted, or eliminated, the District may, at its sole discretion, terminate this Agreement or reduce the scope of services.

Vendor acknowledges and agrees that the District shall not be liable for any costs or damages beyond the effective date of termination, and that such termination shall not constitute a breach of contract.

**Notice of Termination**

In the event of a funding reduction or elimination, the District shall provide Vendor with written notice of termination or scope reduction at least thirty (30) days prior to the effective date, whenever possible. In cases of immediate state-level budget cuts (e.g., "trigger cuts"), the notice period may be adjusted to align with the fiscal effective date of the reduction.

**Payment for Services**

In the event of termination under this provision, the District shall pay Vendor for all satisfactory services performed and approved up to the date of termination. Vendor shall not be entitled to anticipatory profits, overhead, or any other consequential damages resulting from such termination.

**Integration**

This Addendum shall be incorporated into the Agreement. All other terms and conditions of the original Agreement remain in full force and effect, except as modified herein.

**SIGNATURES**

**MERCED CITY SCHOOL DISTRICT**

**VENDOR**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Reference: California Education Code §§ 17604, 17605; MCSD Board Policy - Business and Noninstructional Operations.*

## Background Check & Mandated Reporter Training Completion Affidavit

PROVIDERS must verify they are conducting appropriate employee background checks and that their employees have completed Mandated Reporter Training annually. Please review and complete the form below to verify your organization conducts appropriate employee background checks on all employees, volunteers, and individuals who have direct contact with students and/or family members. If you are unsure or do not believe your organization conducts background checks as set forth below, please contact the MCSD State & Federal Programs department immediately.

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Organization Name ("PROVIDER")                      Full Name                      Position (e.g. Manager)

**Employee Background Checks:** The PROVIDER shall be in compliance with all State laws, regulations, and licensure requirements relating to conducting criminal background checks of employees and volunteers. In particular, the PROVIDER agrees that all of its agents, employees, assignees, and volunteers providing services to, or having direct contact with a student and/or family, must complete a criminal history check to include sex offender registry through a local police department, or Sheriff's Department, and a fingerprint check through the Department of Justice. The PROVIDER shall remain in compliance with all Federal and State law, regulations, and licensure requirements relating to the conducting of criminal checks of its employees during the Term.

**Annual Mandated Reporter Training Completion:** Per California Assembly Bill 848, all MCSD Contractors, their employees, volunteers, and other individuals who have direct contact with students and/or their families must complete annual Mandated Reporter Training.

**AFFIRMATION:** By signing below I, \_\_\_\_\_ represent and warrant to Merced City School District (MCSD), to the best of my knowledge, information, and belief, PROVIDER has conducted all required background checks and verified the completion of annual Mandated Reporter training for all employees, volunteers, and other individuals that have direct contact with students and/or their family members in accordance with all applicable State laws, regulations, licensure requirements, agreements, and PROVIDER'S internal policies. PROVIDERS must provide updates to this affidavit when and if employees, volunteers, and other individuals are added to their program. PROVIDERS will also keep records of both background checks and completed mandated reporter training on file.

Please note and explain any exceptions here:

*I understand that any misrepresentation or falsification on my part may constitute a breach and/or grounds for termination of PROVIDER's contract Agreement with MCSD.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attach: List with First and Last name of employees with direct contact with MCSD students and families and the dates their DOJ background check and date annual Mandated Reporter Training was completed.