

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of July 1, 2025 (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proposed terms and conditions to the extent inconsistent with the terms and conditions of this Agreement, shall be superseded by the terms of this Agreement.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.

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:

MCSD will provide a 25% deposit (\$29,665) upon agreement and will be billed up to the amount (not to exceed \$118,659) upon the verification of student enrollment with Merced City School District.

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.

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.

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 appropriately implement a student's individualized plan or to appropriately 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.

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 23rd Street
Merced, CA 95340

To the Vendor:

Attn: City of Merced
Parks & Community Services
632 West 18th 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: _____
Name and Title: _____

VENDOR:

CITY OF MERCED

By: _____
Name and Title: _____

Approved As To Form
Craig Cornwell
City Attorney, City of Merced

APPENDIX A

SCOPE OF SERVICES

The City of Merced is proud to partner with the **Jr. NBA/WNBA** as we kick off our inaugural season in the new year! Our Parks and Community Services Department brings over a decade of experience through its long-standing partnership with the Jr. Warriors program, which has served local families and youth for more than 10 years. We're excited to expand these efforts and continue fostering youth development, teamwork, and community pride through this new collaboration.

The **Jr. NBA/WNBA** is a community-based youth sports program designed to teach basketball fundamentals, encourage physical activity, and promote teamwork and sportsmanship in a supportive environment. The league is part of a youth outreach initiative and is open to both boys and girls, with coed and all-girls divisions.

The season spans 10 weeks, including 2 weeks of introductory practices and 8 weeks of competitive games held on Saturdays. Each week includes one game and one team practice to emphasis on player development. Practices will be held in local city school districts depending on facility availability (i.e. Tenaya and Rivera) Participation is open to residents and non-residents for a nominal fee.

Divisions are based on grade level such as Kinder, Tiny Tots, Pee-Wee, JV and Varsity Boys and Girls. A skills assessment is required for players in Pee-Wee, JV, and Varsity to ensure balanced teams; no requests for team placements are allowed in these divisions. Coaches will draft teams based on the assessment outcomes.

Every participant receives a reversible jersey, reversible shorts, and a basketball participation certificate. A virtual parent orientation will be held prior to the season start along with a Coaches Orientation and Clinic. A series of basketball clinic will be offered to support in development prior to league start date. Registration and additional details are managed in person at the Parks & Community Services office.

The Jr. NBA/WNBA Basketball League opens registration in the fall, with the season running from January 5th through March 28th 2026. Program promotion begins in late September, focusing on coach recruitment, community engagement, and player sign-ups. Outreach includes social media announcements, printed flyers, and email correspondence with returning participants. A public service announcement is also distributed through City of Merced and the Subscribe Merced electronic mailing list.

Our request includes an allocation of up to \$104,967.71 for programming Jr.NBA/WNBA for MCSD students. This would include programming staff, referees, and operational and facility supplies. The overall duration of the program is 12 weeks with two weeks prior used for program preparation and staff training. The City will charge for \$13,691.44 or 15% for indirect costs associated with administrative supports such as processing registration, coordinating teams and logistics associated with practices and games each week.

Budget

Proposed Budget Summary

Program: Jr. NBA/WNBA

Timeline: Registration- October- December, Season January, February, March

Duration: 12 Weeks | **Total Program Hours:** 240 Hours

Direct Costs

Staffing

Position	Step	Qty	Hourly Rate	Hours	Salary	Total Cost w/ Benefits
Full-Time Rec. Coordinator	5	1	\$33.41	240	\$8,018.59	\$10,363.23
Temp Rec. Coordinator	5	1	\$27.48	240	\$6,595.46	\$8,523.98
Temp Rec. Specialist	3	1	\$20.05	240	\$4,811.23	\$6,218.04
Temp Rec. Leader	3	6	\$18.19	240	\$4,365.91	\$33,855.03
Subtotal Staffing: \$58,960.28						

Item Descriptions	Amount
Referees (MASO)	\$5,116.00
Participant Support (340 max @ \$80)	\$27,200.00
Equipment (Balls, Jerseys, Pennies @ \$35 x 340)	
Basketball Equipment (General Use)	
Subtotal Operational Costs: \$46,007.44	

Indirect Costs

Description	Calculation	Total
Administrative Overhead	15% of Program Expense (\$104,967.72)	\$15,745.15

Total Program Cost: \$118,659.16 (Direct (staff & supplies) 104,967.72 + Indirect 15,745.15)



JR. NBA/WNBA

City of Merced Parks & Community Services



Jr. NBA/WNBA

April 29, 2025
Merced City School District
444 W. 23rd Street
Merced, CA 95340

Dear Merced City School District Leadership Team,

On behalf of the City of Merced Parks & Community Services Department, I am writing to express our strong interest in partnering with the Merced City School District to request funding support for two of our premier youth sports programs: Jr. NBA/WNBA Basketball League. These programs align closely with MCSD's mission to ensure equitable access to high-quality, student-centered learning experiences that foster physical, social, and emotional development.

With over a decade of experience organizing inclusive, high-impact recreational programs, our department has successfully provided thousands of Merced students with access to structured, affordable, and enriching extracurricular opportunities. Our team of trained staff and volunteer coaches ensures that all participants—regardless of athletic background—are supported in a safe, welcoming, and developmentally appropriate environment.

The Jr. NBA/WNBA programs offer more than just athletic engagement; they cultivate resilience, teamwork, goal setting, and leadership, directly reinforcing the MCSD Promise and student outcomes. We serve students from kindergarten through 8th grade, including those from underrepresented and socioeconomically disadvantaged communities, and strive to remove barriers to participation through low-cost registration, equipment provision, and equitable program access.

Our goal with this funding request is to expand capacity, increase outreach, and subsidize costs for students who may otherwise be unable to participate. Funding will directly support player scholarships, program materials, coach training, and safe facility access. Through collaboration with MCSD, we hope to provide students with year-round opportunities that extend learning beyond the classroom and support the whole child.

We would welcome the opportunity to meet, share additional program data, and explore how a partnership could deepen our shared commitment to student success.

Thank you for your time and consideration.

Sincerely,
Christopher Jensen
Director of City of Merced Parks & Community Services

SCOPES OF SERVICES

Alignment with MCSD Vision

“Our students have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents.”

Jr. NBA/WNBA foster personal growth, teamwork, and goal setting, helping students build the character traits necessary for long-term success.

Both programs encourage students to pursue passions in health and fitness and develop personal skills and relationships through structured team skill-building and competition.

These programs nurture self-discipline, confidence, and collaboration, which complement personal and academic growth as students.

Alignment with MCSD Mission

“All students are ensured equitable access to high-quality instruction in environments that value and build from their unique talents.”

Both programs provide equitable access to sports regardless of skill level, with inclusive, coed divisions and developmentally appropriate coaching.

They celebrate and build on each student’s individual strengths—whether athletic, interpersonal, or leadership-based—within a positive and structured environment.

Instruction is standards-based (Jr. NBA aligns with USA Basketball Youth Guidelines), promoting high-quality learning experiences.

Alignment with MCSD Promise and Goals

1. Student-Centered Learning

Students take active roles as teammates and decision-makers on the field or court.

The programs are designed to meet students where they are, accommodating all skill levels and emphasizing personal improvement.

2. Developing Resilience, Curiosity, and Perseverance

Resilience is built through practice, overcoming challenges, and learning from mistakes in competitive and recreational play.

Players are encouraged to be curious learners, exploring strategies, teamwork, and personal development.

Perseverance is reinforced through season-long commitment, goal setting, and continuous growth.

3. Safe, Welcoming Environments

Both leagues prioritize safety and inclusivity, offering structured environments with trained coaches and clear behavioral expectations.

They create welcoming spaces for diverse students, promoting respect, sportsmanship, and belonging.

Jr. NBA/WNBA programs are strongly aligned with MCSD's Vision, Mission, and Goals. They offer developmentally appropriate, inclusive, and enriching experiences that foster not only physical fitness but also essential life skills such as perseverance, leadership, and personal responsibility. These programs support MCSD's commitment to preparing well-rounded students ready for lifelong learning and success.

DESCRIPTION OF SERVICES AND STUDENT POPULATION

All MCSD Students

Jr. NBA/WNBA programs will be offered and serve all MCSD students within the City of Merced School District. Services will accommodate max intake of each service roughly, 340. The program is open to students in kindergarten through 6th grade offering coed and girls/boys division. Demographically, these services will support a diverse cross-section of Merced City students, including:

- Underrepresented groups
- English learners
- Socioeconomically disadvantaged students
- Students with varying athletic ability and experience

The goal is to ensure equitable access for all students, regardless of background or prior exposure to organized sports.

Describing How the Services Will Improve Student Outcomes

Participation in these programs supports student outcomes in several key areas:

- **Physical Health & Wellness:** Improves fitness, coordination, and healthy lifestyle habits.

- **Social-Emotional Growth:** Builds resilience, teamwork, communication, and self-confidence.
- **Character Development:** Reinforces responsibility, respect, perseverance, and leadership.
- **Academic Correlation:** Improved behavior, focus, and self-esteem often translate to better classroom engagement.

These outcomes align with MCSD's commitment to whole-child development and lifelong learning readiness.

Describing How the Services Will Be Measured to Demonstrate Effectiveness

Effectiveness will be measured using a combination of "quantitative and qualitative data", including:

- **Participation Rates:** Number of students registered, with demographic breakdowns to ensure equity.
- **Attendance & Retention:** Monitoring consistent participation throughout the season.
- **Pre- and Post-Season Skill Assessments:** Coach evaluations to track growth in fundamental skills and teamwork.
- **Parent/Student Feedback Surveys:** To assess perceived growth in confidence, enjoyment, and social-emotional development.
- **Behavioral and Engagement Indicators:** Optional collaboration with MCSD to track improvements in student behavior, school attendance, or focus for participants (if data-sharing agreements are in place).

These metrics will guide ongoing improvement and ensure the programs continue to meet the needs of Merced students.

Billing and Invoicing Structure

The City of Merced is flexible in accommodating the school district's fiscal processes. Billing can be conducted either:

- Monthly, with itemized invoices submitted at the end of each service month or
- End of season (after 3 months), summarizing the total expense for program services. Can work with fiscal financial calendar.

Each invoice will include:

- A breakdown of services rendered (e.g., participant registration, staffing hours, and program expenses)
- A summary of participating students and site(s) served

The City's administrative and fiscal staff are available to coordinate with the district's accounting department to ensure timely and accurate processing.

Jr.NBA/WNBA Program Outline

The **Jr. NBA/WNBA** is a community-based youth sports program designed to teach basketball fundamentals, encourage physical activity, and promote teamwork and sportsmanship in a supportive environment. The league is part of a youth outreach initiative and is open to both boys and girls, with coed and all-girls divisions.

The season spans 10 weeks, including 2 weeks of introductory practices and 8 weeks of competitive games held on Saturdays. Each week includes one game and one team practice to emphasis on player development. Practices will be held in local city school districts depending on facility availability (i.e. Tenaya and Rivera) Participation is open to residents and non-residents for a nominal fee.

Divisions are based on grade level such as Kinder, Tiny Tots, Pee-Wee, JV and Varsity Boys and Girls. A skills assessment is required for players in Pee-Wee, JV, and Varsity to ensure balanced teams; no requests for team placements are allowed in these divisions. Coaches will draft teams based on the assessment outcomes.

Every participant receives a reversible jersey, reversible shorts, and a basketball participation certificate. A virtual parent orientation will be held prior to the season start along with a Coaches Orientation and Clinic. A series of basketball clinic will be offered to support in development prior to league start date. Registration and additional details are managed in person at the Parks & Community Services office.

The Jr. NBA/WNBA Basketball League opens registration in the fall, with the season running from January through March. Program promotion begins in late September, focusing on coach recruitment, community engagement, and player sign-ups. Outreach includes social media announcements, printed flyers, and email correspondence with returning participants. A public service announcement is also distributed through City of Merced and the Subscribe Merced electronic mailing list.

Registration is conducted in person at the Parks & Community Services Office, located at 632 W. 18th Street, Monday through Friday during business hours (9:00 AM - 12:00 PM and 1:00 PM - 5:00 PM).

Budget Outlines:**Proposed Budget Summary****City of Merced Parks & Community Services Department****Youth Sports Programming: Jr. NBA/WNBA Duration: 12 Weeks |****Total Program Hours: 240 Hours per Program**

Jr. NBA/WNBA Program

Total Program Cost: \$104,967.71

Direct Program Staffing Costs

Position	Step	Qty	Hourly Rate	Hours	Salary	Total Cost w/ Benefits
Full-Time Rec. Coordinator	5	1	\$33.41	240	\$8,018.59	\$10,363.23
Temp Rec. Coordinator	5	1	\$27.48	240	\$6,595.46	\$8,523.98
Temp Rec. Specialist	3	1	\$20.05	240	\$4,811.23	\$6,218.04
Temp Rec. Leader	3	6	\$18.19	240	\$4,365.91 ea.	\$33,855.03

**Subtotal Staffing:
\$58,960.28**

Item Description	Amount
Referees (MASO)	\$5,116.00
Participant Support (340 max @ \$80)	\$27,200.00
Equipment (Balls, Jerseys, Pennies @ \$35 x 340)	
Basketball Equipment (General Use)	
Subtotal Operational Costs:	\$45,216.00

Description	Calculation	Total
Administrative Overhead	15% of Program Expense (\$91,276.27)	\$13,691.44

DESCRIPTIONS OF PAST PERFORMANCE

Over the past five years, City Parks & Community Service programs have been restructured to emphasize student inclusion, diversity of participation and equitable access, focusing on fundamental development, meeting each player where their current skills are and taking them to where they want to be.

Most of our participants are first-time athletes who have never been involved in an organized sport. We are intentional in creating a positive and welcoming experience that builds confidence and encourages continued participation in recreational opportunities within our community.

We prioritize equitable team formation, ensuring balanced rosters that promote fairness and development for all players, regardless of their level. Additionally, we've invested significantly in our coaching structure—offering comprehensive coaches' clinics to better prepare our volunteers and enhance the overall quality of instruction and mentorship provided.

EVIDENCE OF PROGRAM EFFECTIVENESS

Growth metrics: There has been program increases in registration numbers to accommodate needs. The programs now serve 200 and 400 students each season respectively.

Retention rates: We typically receive a surge of returning participants from the year prior, as well as a following who typically participates in our other recreational programs.

Waitlists: We typically receive an influx of signups for a particular division. If feasible, we can create additional opportunities and extend divisions to serve community needs.

Coaches and Volunteer Feedback

Post-season surveys from parents and coaches highlight observed growth in players and the service offered through P&CS.

Coach return rates are a qualitative sign of program support and stability leading to lasting mentoring relationships for youth.

PROOF OF INSURANCE

PLEASE SEE ATTACHMENT

PROOF OF APPROVED BACKGROUND CHECK

All P&CS staff, full time and part time are required through the City of Merced to go through a Department of Justice background check along with finger printing and drug screening. All volunteers are required to be screened through the same process regardless of their experience.