



444 West 23rd Street, Merced, CA 95340
Phone (209) 385-6600 Fax (209) 385-6393



Board of Education: Priya Lakireddy, President; Ann-Marie Delgado, Clerk; Tsia Xiong, Allen Brooks, Beatrice McCutchen
Superintendent: Julianna Stocking

DATE: September 3, 2026

TO: All Interested Architectural, Engineering, and Educational Planning Firms

SUBJECT: Request for Qualifications
Professional Planning and Architectural Services:
5-Year Master Plan for Don Stowell Elementary School

Attached, please find a Request for Qualifications and related information. Architectural, Engineering, and Educational Planning Firms having the potential to meet the demands of this service are invited to respond to this request.

Due to the scope, complexity, specialization, and time constraints of this comprehensive facility planning effort, we respectfully request that each firm closely assess its current capabilities as they relate to the following areas:

- Established experience in educational facility master planning, facility conditions assessments, and demographic/educational program analysis for Public Works and K-12 school projects.
- Ability to meet project schedules and achieve necessary District approvals.
- Ability to engage community stakeholders, facility users, and school leadership in a collaborative planning process.
- Ability to provide cost modeling and budgeting for prioritized, multi-phase master plan projects.

A mandatory pre-proposal information meeting will be conducted on Wednesday, September 23, 2026, at 10:00 AM via Zoom. Zoom [Link](#). Meeting ID: 847 4513 6220, Passcode: 789523.

To receive consideration from Merced City School District, all information identified in the Request for Qualifications must be submitted and received by the Facilities Department on or before **1:00 PM, October 15, 2026.**

We intend to select a successful applicant to perform the master planning process and present a finalized 5-Year Master Plan to the Board of Education. This plan will serve as a significant upgrade to Stowell Elementary School's portion of the District's Facilities Master Plan. Should you have any questions, please contact Bryan Behn, Director of Facilities, at (209) 385-6343.

Sincerely,

Bryan Behn

Director of Facilities
Merced City School District

REQUEST FOR QUALIFICATIONS

September 3, 2026

**SUBJECT: REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL PLANNING SERVICES:
5-YEAR MASTER PLAN FOR DON STOWELL ELEMENTARY SCHOOL**

Acting upon instructions from the Board of Trustees for the Merced City School District, the Facilities Department has developed this Request for Qualifications (RFQ) for the purpose of reviewing qualified firms interested in providing Professional Planning and Architectural Services to develop a comprehensive **5-Year Master Plan for Don Stowell Elementary School** located in Merced, CA.

The Facilities Department, along with the Department of Maintenance, Operations, and Transportation, is assigned responsibility for all functions related to long-range planning, additions, alterations, repairs, and improvements of District-owned facilities. As such, the District requires targeted professional planning services to evaluate the existing conditions, educational functionality, site utilization, and future capital improvement needs of Don Stowell Elementary School to establish a clear, prioritized 5-Year Master Plan.

SCOPE OF PROFESSIONAL SERVICES

Don Stowell Elementary School was constructed with the intention to be a temporary facility for students; however, the community's need for additional classrooms expanded, resulting in the change to a permanent school campus. The requested Master Planning services will involve a combination of the following work areas:

1. **Facility Assessment & Data Collection:** Comprehensive condition analysis of Don Stowell Elementary School's existing infrastructure, grounds, instructional spaces, safety/security, utilities, and traffic patterns.
2. **Stakeholder & Community Engagement:** Facilitating workshops, surveys, and planning sessions with campus administration, teachers, staff, parents, students, and community members to identify campus needs and visions.
3. **Educational Adequacy & Capacity Analysis:** Assessing how current spaces support modern learning standards, safety requirements, and future educational programming.
4. **Master Plan Option Development:** Creating draft design options, land utilization/site concepts, building footprint updates, and phased improvement strategies.

"Our scholars have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents."

5. **Cost Estimating & Prioritization:** Developing preliminary cost estimates, project sequencing schedules, and funding strategies for proposed improvements across a 5-year timeline.
6. **Board Presentations:** Assisting District staff in preparing data and deliverables for presentation and final recommendation to the Superintendent and Board of Education.

It is the intent to select a Consultant for a fixed-fee agreement based on established milestones and hourly rates. Once selected, the Consultant will execute the defined scope of work with the Facilities Department.

For the requested planning services to be of maximum benefit to the Facilities Department and the Board of Education, the Consulting Individual/Firm must offer the following qualities and capabilities:

1. Possess an established Firm history demonstrating a high level of professional competency in K-12 facility master planning, public school procedures, and facilities assessment.
2. Exhibit the ability to maintain close coordination with District staff, campus administration, and stakeholders through regular visits, consultations, and public workshops.
3. Exhibit the capability to deliver the final 5-Year Master Plan within the established schedule.
4. Exhibit the capability to deliver the final 5-Year Master Plan within the established schedule.

MANDATORY PRE-PROPOSAL INFORMATION MEETING

A mandatory pre-proposal information meeting will be conducted on Wednesday, September 23, 2026 at 10:00 AM via Zoom. Zoom link can be found on the introductory page of this RFQ.

DEADLINE FOR QUESTIONS

The deadline for submitting questions relating to the RFQ is 5:00 PM on October 1, 2026.

SPECIFIC PROPOSAL INFORMATION

The Merced City School District – Facilities Department, 2111 Wardrobe Ave., Merced, California, 95341, will receive proposals from all interested individuals or firms until **1:00 PM on October 15, 2026**.

Each interested Applicant is required to specifically respond to and/or provide all information in relation to the items requested in this RFQ. Additional pertinent information may be submitted at the discretion of the applicant. Submittals not received by the deadline will be returned unopened.

CONSULTANT QUALIFICATIONS AND CAPABILITIES

1. Provide a brief history of your Firm's background and master planning services. Include a list of the Firm's active Principals and identify the Lead Principal who will be directly responsible for the Don Stowell Elementary School Master Plan and provide their qualifications.
2. Provide specific data on Lead or Alternative Personnel (educational planners, architects, cost estimators) who will be assigned to this project.
3. Provide specific data on all sub-consultants (e.g., civil/structural engineers, traffic consultants, landscape planners) that your Firm would utilize.
4. Describe your Firm's experience in K-12 master planning, facility condition assessments, and educational facility design for public school districts.
5. Describe in detail similar 5-Year Master Plans or site-specific school master plans your Firm has completed for Public K-12 Agencies, including start and finish dates, project cost, owner, and owner contact information.
6. Specifically respond in written form to the following:
 - a) Describe your methodology for stakeholder engagement (staff, community, board).
 - b) Describe your process for cost modeling and project prioritization over a 5-year outlook.

- c) Detail your proposed schedule and workflow to complete the Don Stowell Elementary School Master Plan.

7. Client Satisfaction/References:

- a) Provide a list of at least five educational client references for which your organization has performed master planning services similar to those required by this RFQ. References must include:
 - 1. Name, address, telephone number, and a contact person for the project owner.
 - 2. Name, address, telephone number, and a contact person for the contractor(s) working on the project(s).
 - 3. Describe the project(s) on which your organization provided services, including costs.
- 8. Current and Contracted Projects: Attach a list of your firm's projects currently underway and those contracted for but not yet underway. List actual or expected start and completion dates of the projects, and explain how your firm will be able to effectively manage and perform the District's Project while also managing and performing the listed projects.
- 9. Attach a letter from your insurance company indicating your Firm's ability to provide insurance in accordance with the insurance terms set forth in the draft Agreement attached to this Request for Qualifications (Exhibit A).

COMPENSATION FOR SERVICES

Applicants shall include a detailed hourly rate chart identifying unit costs for all levels of staff involved. In addition, provide a proposed breakdown of fixed fees for key master planning phases (e.g., Assessment, Stakeholder Engagement, Draft Master Plan, Final Master Plan & Board Approval). Reimbursable expenses (reproduction, transportation) must be explicitly itemized. The detailed breakdown must include an explanation of how the proposed compensation was calculated for the master planning services, including a spreadsheet or matrix showing the estimated hours of work and applicable rates for each phase of the services that are the basis of the calculation of the not-to-exceed maximum fee, and a list of all expected reimbursable expenses and each one's expected cost. (Exhibit B)

AGREEMENT FOR SERVICES

The successful Applicant will be required to enter into an **AGREEMENT FOR PROFESSIONAL MASTER PLANNING SERVICES BETWEEN MERCED CITY SCHOOL DISTRICT AND CONSULTANT**. A copy of the draft Agreement is attached to this Request for Qualifications (Exhibit A).

The District will enter negotiations with one or more of the proposing entities regarding the amount of compensation. Other than the amount of compensation, the terms of the Agreement for Professional Master Planning Services (Exhibit A), including the compensation structure, are not negotiable; suggested edits to the agreement will not be considered after the proposal deadline, and a Firm's submittal of a proposal shall be deemed acceptance of the agreement's terms. The District's staff will not present a Firm or the agreement to the Board for approval and award until the agreement's terms, including the amount of compensation, are finalized and the Firm signs the agreement. The District is under no obligation to enter an agreement with any of the proposing entities, or to amend the agreement after award to add design or contract administration services for any individual construction projects. The District reserves the right to award the contract to the entity the District deems most suitable to undertake the Project based on many factors, including demonstrated competence, qualifications for the types of services to be performed, and a fair and reasonable price. The District further reserves the right to reject any or all statements, or waive any irregularities in any of the statements submitted pursuant to this RFQ.

SELECTION PROCEDURES

1. All submissions timely received will be reviewed by the Facilities Department. The Screening Committee MAY but is not obligated to conduct interviews with the Firms that respond to this RFQ. Upon completion, the Facilities Department shall recommend to the Board of Education the Firm best suited to service the District's needs.
2. Submissions will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing respondents prior to and during the review, evaluation, and negotiation processes. However, to the extent that the submittals are public records under California law, they may be subject to release to members of the public if specifically requested under applicable law.
3. The following items will be considered by the District in the evaluation and selection process:
 - Conformance of the submission to the specified format.
 - Organization, presentation, and content of the submission.
 - Qualifications and experience, especially in K-12 master planning.
 - Ability to work with diverse decision makers.
 - Creative problem-solving capabilities.
 - Experience converting portable schools/classrooms to permanent facilities.
 - Strength of client recommendations.
 - Performance on past projects.
 - Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner within the District's financial constraints and time frames.

- Reasonableness of proposed compensation for all services for the entire Project, including the amount of the not-to-exceed maximum fee.

SUBMITTAL AND SELECTION INFORMATION

- All correspondence, communication, and responses shall be directed to:

Bryan Behn, Director of Facilities

Phone: (209) 385-6343

Merced City School District

2111 Wardrobe Ave.

Merced, CA 95341

- Applicants shall submit five (5) copies of their response.
- All submittals shall remain firm for sixty (60) calendar days following the submission deadline.
- Each submittal shall be placed in a sealed envelope with the firm name, RFQ title ("Don Stowell Elementary School 5-Year Master Plan"), and closing date on the outside.

SUBMITTAL DEADLINE: 1:00 PM on October 15, 2026.

Responses after this date will not be accepted.

GENERAL INFORMATION:

Amendments: The District reserves the right to cancel or revise this RFQ in part or in its entirety. If the District cancels or revises the RFQ, all Respondents will be notified by addenda. The District also reserves the right to extend the response due date or postpone the interview date.

Inquiries: Any questions concerning this RFQ or selection process may be directed to Holly Alcorn, Facilities Department Secretary, Merced City School District; halcorn@mcsd.k12.ca.us; 209-385-6332. Replies involving any substantive issues will be issued by addenda and emailed to all parties recorded by the District as having received the RFQ documents. The deadline for submitting questions relating to the RFQ is 5:00 PM on October 1, 2026

END

"Our scholars have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents."

AGREEMENT FOR

EXHIBIT 'A'

PROFESSIONAL MASTER PLANNING SERVICES

Don Stowell Elementary School 5-Year Master Plan



BETWEEN THE

MERCED CITY SCHOOL DISTRICT

AND

MM/DD/YYYY

"Our scholars have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents."

**AGREEMENT
FOR
PROFESSIONAL MASTER PLANNING SERVICES**
Don Stowell Elementary School 5-Year Master Plan

**MERCED CITY SCHOOL DISTRICT
444 W. 23RD STREET
MERCED, CA 95341**

This Agreement for Professional Master Planning Services (“Agreement”) is between the Merced City School District (the “District”), and _____ (the “Consultant”), with respect to the following recitals:

• **Recitals:**

1. District proposes to develop a comprehensive 5-Year Facility Master Plan for Don Stowell Elementary School located in Merced, CA, requiring specialized educational facility planning and architectural/engineering assessment services.
2. Consultant represents that Consultant is duly licensed, qualified, and experienced in public school master planning, facility evaluations, and site development design.
3. The Parties have negotiated the terms under which the Consultant will perform these master planning services, reduced herein to writing.

The Agreement is in effect until the delivery of the final 5-year plan is accepted by the Board of Education, and expires on that date.

The Parties therefore agree as follows:

ARTICLE 1:

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

DEFINITIONS & SCOPE

- **Project:** The comprehensive evaluation, stakeholder engagement, options analysis, cost estimating, and creation of the **5-Year Master Plan for Don Stowell Elementary School**.
- **Basic Services:** Consultant's Basic Services consist of facility condition evaluations, educational adequacy studies, site/master planning design, stakeholder facilitation, cost modeling, report compilation, Board presentations, and other services required by this Agreement and required to complete the Project.
- **Additional Services:** "Additional Services" shall mean those services in addition to the Basic Services that are related to the Project, provided by Consultant, and authorized and directed in writing by the District, and as further defined in Article 6 below.

ARTICLE 2:

RETENTION OF CONSULTANT & STANDARD OF CARE

District retains Consultant to perform, and Consultant agrees to provide to District professional master planning services for the consideration and upon the terms and conditions set forth below, the Basic and Additional Services ("Services") specified in this Agreement and subsequent amendments for each Project, and related incidental services. Consultant agrees to perform the services as expeditiously as is consistent with professional skill and care and the orderly progress of each such Project. The Services shall be performed (a) in compliance with this Agreement and subsequent amendments for such Project, and (b) in a manner consistent with the level of care and skill ordinarily exercised by experienced public school planning professionals in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Consultant shall be responsible for the completeness and accuracy of its Services and deliverables consistent with the applicable professional standard of care.

ARTICLE 3:

DESCRIPTION OF PROJECT DELIVERABLES

"Our scholars have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents."

Consultant shall deliver a complete **Don Stowell Elementary School 5-Year Master Plan**, including:

1. Executive Summary & Existing Conditions Assessment Report.
2. Site Utilization & Concept Designs for future growth/improvements.
3. Prioritized 5-Year Phasing Plan with budget estimates and funding recommendations.
4. Presentations to District leadership and the Board of Education.

ARTICLE 4: COMPENSATION

- **Fee Structure:** Consultant shall be compensated on a fixed-fee basis for defined project phases, negotiated from hourly rate schedules (Exhibit B). Total compensation payable to Consultant under this Agreement for Basic Services, Additional Services, and Reimbursable Expenses shall not exceed \$_____ without a written amendment executed by the parties and approved by the District's Board.
- **Reimbursable Expenses:** Limited to direct, actual out-of-pocket costs without markup (reproduction, presentation materials) as authorized by the District.

ARTICLE 5: BASIC SERVICES PHASES

1. **Phase 1 – Discovery & Facility Assessment:** Site evaluations, review of existing drawings/utility records, infrastructure capacity checks.
2. **Phase 2 – Stakeholder Engagement:** Campus workshops with staff, community input meetings, visioning sessions.
3. **Phase 3 – Master Plan Development & Cost Estimating:** Drafting site layout options, phasing recommendations, and cost options.

4. **Phase 4 – Final Master Plan & Board Approval:** Publishing final master plan documentation and presenting to the Board of Education.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY CONSULTANT

1. Authorization of Additional Services

“Additional Services” shall be provided by Consultant for the Don Stowell Elementary School 5-Year Master Plan only when authorized in writing by the District. No additional compensation shall be paid to Consultant for performing Additional Services unless the District and Consultant agree in writing as to the scope and amount of compensation for such services prior to such services being rendered. Such compensation shall be based upon the hourly rates established in this Agreement and/or as otherwise mutually agreed upon in writing.

Any work performed by Consultant without written authorization from the District and without a written agreement regarding compensation shall be presumed to be included within the Basic Services and shall not entitle Consultant to additional compensation.

2. Services Not Included in Basic Services

The following services are not included in the Basic Services and shall be performed only in accordance with Section 6.1:

6.2.1 Providing financial feasibility studies, detailed funding analyses, or other special studies beyond the planning-level cost and funding analysis specifically identified in the Basic Services;

6.2.2 Providing detailed design services, construction documents, bidding documents, construction administration, or construction-phase services for individual capital improvement projects identified in the Master Plan;

6.2.3 Providing detailed engineering, surveying, geotechnical, environmental, traffic, hazardous materials, utility, technology, security, or other specialty studies beyond the level reasonably necessary to complete the Master Plan;

6.2.4 Providing detailed quantity surveys, inventories, life-cycle cost analyses, operating-cost analyses, or other detailed technical analyses beyond those reasonably required for planning-level cost estimating and prioritization;

6.2.5 Preparing revisions to the Master Plan, reports, drawings, recommendations, or other documents after District approval of the applicable phase when such revisions result from a material change in District direction, educational program requirements, scope, priorities, or other circumstances not within Consultant's reasonable control;

6.2.6 Providing services related to facilities, programs, systems, equipment, or improvements outside the scope or planning horizon of the approved 5-Year Master Plan;

6.2.7 Providing services as an expert witness in connection with any public hearing, arbitration, mediation, administrative proceeding, or legal proceeding, except to the extent such services arise directly from Consultant's alleged negligence, recklessness, willful misconduct, or other wrongful act or omission;

6.2.8 Providing services of consultants other than those reasonably contemplated by the Basic Services and Consultant's approved proposal;

6.2.9 Providing detailed furniture, fixtures, equipment, technology, or equipment selection services beyond planning-level recommendations included in the Basic Services;

6.2.10 Providing additional community, staff, parent, student, stakeholder, or Board workshops or presentations beyond those identified in the approved scope of Basic Services;

6.2.11 Providing demographic, enrollment, educational program, traffic, environmental, or other specialized studies beyond those specifically included in the Basic Services;

6.2.12 Preparing detailed applications, grant documents, funding applications, or regulatory submissions for individual capital improvement projects unless specifically included in the Basic Services; and

6.2.13 Providing any other services not expressly included in the Basic Services and not customarily furnished as part of generally accepted professional educational facility master planning practice.

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District, in connection with the Don Stowell Elementary School 5-Year Master Plan, to:

- 1 Designate a District representative authorized to act as liaison between Consultant and District in the administration of this Agreement.
- 2 Provide Consultant with reasonable access to Don Stowell Elementary School and other District facilities as reasonably necessary to perform the Services.
- 3 Furnish available existing drawings, site plans, utility information, facility records, prior studies, reports, demographic information, enrollment information, educational program information, and other documents reasonably available to District that may assist Consultant in performing the Services.

- 4 Provide available information regarding educational programs, enrollment projections, facility utilization, known facility deficiencies, planned improvements, operational requirements, maintenance needs, and other programmatic information relevant to the Master Plan.
- 5 Review documents, assessments, options, recommendations, and other materials submitted by Consultant and provide timely direction, decisions, and approvals reasonably necessary for Consultant to proceed.
- 6 Designate appropriate District staff and representatives to participate in interviews, workshops, stakeholder meetings, visioning sessions, and other planning activities.
- 7 Coordinate, as reasonably necessary, the participation of District personnel, school administration, teachers, staff, parents, students, community representatives, and other stakeholders identified by District.
- 8 Pay governmental or agency fees that are the direct responsibility of District and are not specifically included in Consultant's compensation.
- 9 Provide prompt notice to Consultant of material information known to District concerning the condition, operation, use, restrictions, or limitations of the Project site or existing facilities.
- 10 Provide such other information and assistance as may be specifically identified in the approved scope of services as the responsibility of District.

District's failure to provide information, access, decisions, approvals, or other required assistance within a reasonable time shall entitle Consultant to a reasonable extension of the project schedule to the extent such failure materially delays Consultant's performance.

ARTICLE 8

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 1 Before commencement of Services under this Agreement, Consultant shall furnish to District certificates of insurance, applicable additional insured endorsements, and declarations pages evidencing insurance coverage satisfactory to District and maintained with an insurance carrier satisfactory to District.
 - a. Such insurance shall protect Consultant and District against liability for bodily or personal injury, including death, disease, and sickness, and against injury to or destruction of

property arising directly or indirectly from Consultant's operations in performing this Agreement.

- b. District shall be named as an additional insured on Consultant's commercial general liability policy to the extent permitted by law.

2 Consultant shall maintain the following insurance during the entire term of this Agreement, including any authorized extensions:

- a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- b. Automobile Liability Insurance covering owned, non-owned, and hired vehicles with limits of not less than One Million Dollars (\$1,000,000) combined single limit; and
- c. Such other insurance as may be required by applicable law or reasonably required by District based upon the nature of the Services.

3 The required liability insurance shall be primary and non-contributory with respect to District's insurance, to the extent permitted by the applicable policy and California law. The policies shall include a waiver of subrogation in favor of District where reasonably available.

4 If any required liability insurance is provided on a claims-made basis, Consultant shall maintain such coverage continuously throughout the term of this Agreement and for a period of at least ten (10) years following expiration or termination of this Agreement, or shall obtain an extended reporting period providing substantially equivalent protection.

5 Consultant shall provide District with certificates of insurance and required endorsements before commencing Services. Upon reasonable written request, Consultant shall provide certified copies of required insurance policies.

6 At the time Consultant requests an extension of the Agreement or the Services, Consultant shall provide evidence that all required insurance will remain in effect during the requested extension.

7 If Consultant fails to maintain required insurance, District may, but shall not be required to, obtain such insurance and deduct the amount of the premiums from any sums due Consultant, to the extent permitted by law.

8 Nothing contained in this Agreement shall be construed as limiting the extent to which Consultant may be responsible for damages resulting from Consultant's operations or obligations under this Agreement.

- 9 Consultant shall require its consultants and subcontractors performing Services under this Agreement to maintain insurance appropriate to their respective services and shall include applicable insurance requirements in their agreements with such parties.
- 10 Insurance companies providing required coverage shall be legally authorized to conduct business in the State of California and shall be satisfactory to District.
- 11 Failure to maintain required insurance may, at District's option, constitute sufficient cause for termination of this Agreement.

ARTICLE 9 WORKERS' COMPENSATION INSURANCE

1. Before commencement of Services, Consultant shall furnish satisfactory proof that Consultant and all employees performing Services under this Agreement are covered by workers' compensation insurance as required by the laws of the State of California.
 - Such insurance shall remain in full force and effect throughout the term of this Agreement, including any authorized extensions.
 - If Consultant is legally exempt from workers' compensation insurance requirements, Consultant shall provide District with appropriate written certification of such exemption.
2. Consultant shall require all consultants and subcontractors performing Services under this Agreement to comply with applicable California workers' compensation requirements.
 - If Consultant subsequently engages an additional consultant or subcontractor, Consultant shall ensure that such party maintains all insurance required by applicable law before commencing Services.

ARTICLE 10 PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE

- 1 Prior to commencement of Services, Consultant shall furnish satisfactory proof that Consultant maintains professional liability/errors and omissions insurance appropriate to the professional planning, architectural, educational planning, facility assessment, cost estimating, and related professional services provided under this Agreement. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000) per claim or occurrence and One Million Dollars (\$1,000,000) aggregate, unless otherwise approved in writing by District.
- 2 The professional liability/errors and omissions policy shall provide coverage for claims arising from professional services performed by Consultant within the scope of this Agreement.

- 3 Each professional sub-consultant whose services are included within the scope of this Agreement shall maintain professional liability/errors and omissions insurance appropriate to the services performed.
- 4 If professional liability/errors and omissions insurance is provided on a claims-made basis, Consultant shall maintain such coverage continuously throughout the term of this Agreement and for a period of not less than ten (10) years following expiration or termination of this Agreement, or shall obtain an extended reporting period providing substantially equivalent protection.
- 5 Consultant shall not commence Services until evidence of the required professional liability/errors and omissions insurance has been provided to District.
- 6 Upon reasonable written request, Consultant shall provide District with a certified copy of any insurance policy required under this Article.
- 7 Failure to maintain required professional liability/errors and omissions insurance may, at District's option, constitute sufficient cause for termination of this Agreement.

ARTICLE 11 COMPLIANCE WITH LAWS

- 1 Consultant shall be familiar with and comply with all applicable federal, State of California, and local laws, regulations, ordinances, codes, rules, and requirements applicable to Consultant's performance of the Services.
- 2 Such requirements shall include, as applicable, laws and regulations relating to public agencies, professional licensing, accessibility, nondiscrimination, public records, confidentiality, environmental requirements, and applicable California Department of Education and Division of the State Architect requirements.
- 3 Nothing in this Article shall require Consultant to provide legal advice or assume responsibilities outside the professional services expressly identified in this Agreement.

ARTICLE 12 TERMINATION OF AGREEMENT

1 Termination by District

This Agreement may be terminated in whole or in part by District for its convenience and without cause at any time upon written notice to Consultant.

In such event, Consultant shall be compensated for:

- a. Basic Services satisfactorily completed through the effective date of termination;
- b. authorized Additional Services satisfactorily completed through the effective date of termination;

- c. authorized Reimbursable Expenses actually incurred through the effective date of termination; and
- d. such Services performed after termination as are specifically authorized in writing by District.

District shall not be responsible for anticipated profits or compensation for Services that would have been performed after the effective date of termination.

For any material breach of this Agreement by Consultant, District may terminate this Agreement for cause by delivering written Notice of Intent to Terminate to Consultant.

The Notice shall include a description of the material breach and a date not less than fourteen (14) days after delivery of the notice by which Consultant must cure or reasonably commence to cure the breach.

If Consultant fails to cure, or reasonably commence to cure, the breach within the specified period, District may terminate this Agreement by written notice effective upon delivery.

2 Termination by Consultant

For any material breach of this Agreement by District, other than a good-faith dispute regarding an invoice or payment, Consultant may terminate this Agreement by delivering written Notice of Intent to Terminate to District.

The notice shall identify the material breach and provide District not less than fourteen (14) days to cure or reasonably commence to cure the breach

If District fails to cure or reasonably commence to cure the breach within the specified period, Consultant may terminate this Agreement by written notice.

Upon termination by Consultant, Consultant shall be compensated for Basic Services and authorized Additional Services satisfactorily completed through the effective date of termination and authorized Reimbursable Expenses actually incurred through that date but shall not be compensated for Services performed after the effective date of termination unless specifically authorized in writing by the District.

3 Miscellaneous Termination Provisions

12.3.1 Following termination of this Agreement for any reason, District shall have the right to utilize reports, studies, assessments, plans, drawings, cost estimates, schedules, recommendations, presentations, data, and other work product prepared specifically for District under this Agreement, subject to Articles 15 and 16.

Upon District's request, Consultant shall promptly deliver to District all completed and partially completed work product prepared specifically for District under this Agreement in electronic and/or hard-copy format reasonably available to Consultant.

Consultant shall not withhold District's work product solely because of a dispute concerning compensation, to the extent prohibited by applicable law.

ARTICLE 13 CONSULTANT IS AN INDEPENDENT CONTRACTOR

1. It is specifically agreed that, in the making and performance of this Agreement, Consultant is an independent contractor and is not, and shall not be construed to be, an officer, employee, agent, or representative of District, except as expressly authorized for purposes of performing the Services.
2. Consultant shall be solely responsible for the manner and means by which Consultant performs the Services, subject to the scope, schedule, deliverables, and requirements established by this Agreement.
3. Nothing contained herein shall be construed to create a partnership, joint venture, or employment relationship between District and Consultant.

ARTICLE 14 DISTRICT STANDARDS AND MASTER PLAN CONSISTENCY

1. Consultant shall consult and cooperate with District regarding District facility standards, educational program requirements, site planning criteria, security considerations, accessibility requirements, sustainability objectives, maintenance and operational requirements, and other applicable District standards when preparing the Master Plan.
2. Consultant shall consider District's existing facility standards, operational preferences, and maintenance requirements when developing recommendations for future improvements, facilities, systems, and site utilization.
3. Where Consultant's recommendations materially differ from known District standards or established District practices, Consultant shall identify the basis for such recommendation and discuss the implications with District.
4. The Master Plan is intended to establish planning-level recommendations and priorities. Inclusion of a project, improvement, cost estimate, or recommendation in the Master Plan shall not constitute authorization by District to proceed with design, bidding, construction, procurement, or implementation of such project.

ARTICLE 15 OWNERSHIP OF DOCUMENTS

1. All reports, assessments, studies, plans, drawings, cost estimates, schedules, presentations, data, recommendations, and other documents or works of authorship specifically prepared by Consultant for District under this Agreement shall be provided to District. They shall be subject to the ownership and use rights granted to District under this Agreement and applicable law, including Education Code Section 17316 where applicable.
2. Consultant shall provide District with a complete electronic copy of the final Master Plan and all final deliverables in commonly accessible formats reasonably requested by District.
3. Consultant shall retain copies of project records and final work product for not less than ten (10) years following completion or termination of this Agreement, unless a longer period is required by law or professional standards.
4. Consultant shall make retained project records reasonably available to District upon reasonable request, subject to applicable confidentiality, privacy, and proprietary-information restrictions.

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

1. Consultant grants District a non-exclusive, perpetual license to copy, use, reproduce, modify, maintain, update, and reuse work product specifically prepared for District under this Agreement for District's governmental, educational, facilities, planning, maintenance, repair, renovation, modernization, capital improvement, and other legitimate District purposes.
2. The compensation established under this Agreement includes compensation for the license granted under this Article for District's use and reuse of the work product prepared specifically for District.
3. Consultant represents that, to the best of Consultant's knowledge, Consultant has the legal right to grant the license provided in this Article with respect to work product created by Consultant specifically for District. Consultant shall not be responsible for intellectual property owned by third parties, Consultant's pre-existing materials, or materials supplied by District or incorporated with District's authorization.
4. Consultant shall require its consultants and subcontractors to grant District substantially equivalent rights to work product specifically prepared for District under this Agreement.
5. Consultant shall retain ownership of its pre-existing methodologies, templates, standard details, proprietary processes, software, tools, know-how, and other intellectual property developed independently of this Agreement. To the extent such pre-existing materials are incorporated into work product provided to District, Consultant grants District a perpetual,

non-exclusive license to use such materials as reasonably necessary to use the work product for District purposes.

ARTICLE 17

ACCOUNTING AND OTHER RECORDS OF CONSULTANT

1. Consultant's records of accounts concerning Services performed under this Agreement shall be maintained in accordance with generally accepted accounting principles and applicable law.
2. District shall have the right to audit Consultant's records and files reasonably related to the Services and compensation provided under this Agreement during the term of this Agreement and thereafter as permitted by law. Consultant shall provide reasonable access to such records within ten (10) days of receipt of District's written request, unless otherwise mutually agreed.
3. Consultant shall retain such records and files for not less than ten (10) years following completion or termination of this Agreement, or for any longer period required by applicable law.

ARTICLE 18

INDEMNITY

1. Consultant Indemnification

- To the fullest extent permitted by law, including California Civil Code Section 2782.8, Consultant shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents, employees, and representatives ("District Indemnitees") against claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or Consultant's officers, employees, agents, consultants, or subcontractors in performing or failing to perform Services under this Agreement.
- Consultant's obligations under this Article shall be limited to the extent required by applicable California law.
- For purposes of this Article, "claims" means claims, demands, actions, suits, liabilities, losses, damages, costs, and expenses asserted by third parties against District Indemnitees arising from matters within Consultant's responsibility under this Agreement.

2. Defense Costs

- To the extent required by applicable law and this Article, Consultant's defense obligation shall include reasonable attorneys' fees, expert fees, and litigation costs incurred by District Indemnitees in defending a covered third-party claim.
- The allocation of indemnity and defense obligations shall be governed by applicable California law, including California Civil Code Section 2782.8.

3. District Indemnification for District-Supplied Materials

- District shall defend, indemnify, and hold harmless Consultant and its employees against third-party claims alleging infringement arising solely from Consultant's authorized use of materials supplied by District, provided that Consultant:
 - (a) uses such materials only as directed or authorized by District;
 - (b) has not materially modified such materials in a manner giving rise to the claim; and
 - (c) promptly notifies District of the claim and reasonably cooperates in the defense.
- Nothing in this Section shall constitute a waiver by District of any immunity or defense available under applicable law.

ARTICLE 19 TIME SCHEDULE

1. Time for Completion

- Time is of the essence for performance of the services under this Agreement with respect to the schedule established for completion of the Don Stowell Elementary School 5-Year Master Plan.
- Consultant shall timely and expeditiously complete its Basic and authorized Additional Services in accordance with the schedule established in the RFQ, Consultant's approved proposal, and/or a mutually approved project schedule.
- Consultant shall promptly notify District of any condition that Consultant reasonably believes may materially affect the schedule.

2. Delays

- District recognizes that circumstances may occur beyond the reasonable control of either District or Consultant.
- Extensions of time may be granted for delays caused by circumstances beyond the reasonable control of the affected party, including acts of District, District employees or representatives, governmental agencies, acts of nature, changes in law, labor disputes, or other unforeseeable circumstances that could not reasonably have been anticipated or avoided.
- Any requested extension shall be communicated promptly and in writing and shall be subject to reasonable approval by District.
- Consultant shall not be entitled to additional compensation for delay unless such additional compensation is separately authorized by District in writing.

ARTICLE 20 MISCELLANEOUS PROVISIONS

1. Governing Law and Venue

- This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice-of-law rules.
- Any action or proceeding seeking relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which District maintains its district office, subject to transfer of venue under applicable California law.
- Nothing in this Agreement shall constitute a waiver of any immunity available to District under applicable law.

2. Assignment

- Consultant shall not assign or transfer any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of District.

3. Notices

- All notices, certificates, requests, approvals, or other communications required under this Agreement shall be deemed given when personally delivered or deposited in the United States mail, certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Merced City School District
2111 Wardrobe Ave.
Merced, CA 95341

Attn: Bryan Behn, Director of Facilities

Consultant: Firm Name
Street Address
City, State, Zip

Contact Name / Title

4 Binding Effect

- This Agreement shall inure to the benefit of and shall be binding upon Consultant and District and their respective permitted successors and assigns.

"Our scholars have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents."

5 Severability

- If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

6 Waiver; Amendment

- The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by authorized representatives of the parties.
- No action or failure to act by District shall constitute a waiver of any right or duty afforded District under this Agreement or constitute approval of, or acquiescence in, a breach of this Agreement, except as specifically agreed in a written amendment.

7 No Third-Party Beneficiaries

- Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either District or Consultant, except where expressly provided by law or this Agreement.

8 Entire Agreement

- This Agreement, together with all exhibits and documents incorporated herein, constitutes the entire agreement between the parties concerning the Services and supersedes all prior agreements, proposals, representations, negotiations, and understandings concerning the subject matter of this Agreement.
- There are no understandings, agreements, representations, or warranties, express or implied, not specified in this Agreement.
- Consultant, by execution of this Agreement, acknowledges that Consultant has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

9 Professional Portfolio

- Consultant shall have the right to include general representations of its professional services and the Master Plan in Consultant's professional portfolio and marketing materials, provided such materials do not disclose District confidential, proprietary, student-related, security-sensitive, or otherwise protected information.
- Consultant shall obtain District's prior written approval before publicly releasing information that identifies specific security vulnerabilities, confidential facility information, student information, or other information protected from disclosure by law.

10 **Public Records and Confidential Information**

- Consultant acknowledges that District is a public agency and that documents and information relating to this Agreement may be subject to disclosure under the California Public Records Act and other applicable laws.
- Consultant shall clearly identify information it reasonably believes to be confidential or proprietary and shall cooperate with District in responding to any legally permissible request for such information.
- Nothing in this Agreement shall require District to withhold or disclose information contrary to applicable law.

11 **Attorneys' Fees**

- If either party commences a legal action against the other party to enforce a provision of this Agreement or seek damages arising from the Services, the prevailing party shall be entitled to recover litigation expenses, costs, and reasonable attorneys' and experts' fees to the extent permitted by applicable law.

12 **Mediation**

- As a condition precedent to initiating litigation concerning a dispute arising under this Agreement, the parties shall first demand and participate in mediation.
- The parties shall endeavor to select a mutually acceptable mediator and schedule mediation within thirty (30) days following the initial written demand for mediation.
- If the parties cannot agree upon a mediator, the mediator may be appointed through JAMS or another mutually agreed mediation service.
- Unless otherwise agreed, the parties shall share equally in the mediator's fees, and each party shall bear its own attorneys' fees and costs associated with the mediation.
- Nothing in this Section shall prevent either party from seeking temporary or emergency injunctive relief when necessary to protect its rights or interests.

13 **Execution**

This Agreement may be executed in counterparts and by electronic signature to the extent permitted by applicable law. Each counterpart shall be deemed an original, and all counterparts together shall constitute the same instrument.

(All standard terms regarding Insurance Requirements, Ownership of Documents/Intellectual Property [Education Code Section 17316], Termination, Independent Contractor Status, Indemnification, and Governing Law remain in full effect as outlined in the standard District agreement framework).

14 **Fingerprinting Notice and Acknowledgement**

"Our scholars have the academic skills and personal characteristics to continue their learning journey, pursuing their passions and talents."

Consultant shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Consultant adds personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

CONSULTANT:

Name of Firm

By: _____

Name: _____

Title: _____

Date: _____

DISTRICT:

Merced City School District

Julianna Stocking

Superintendent

Date: _____

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

Exhibit C

(Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____
[insert name of business entity] , have read the foregoing and agree that _____
_____ *[insert name of business entity]* will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__ Signature: _____
Typed Name: _____
Title: _____
Entity: _____