

SERVICES AGREEMENT

By and Between:

CITY OF SOUTH SAN FRANCISCO

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2025 (the "Effective Date") by and between The City of South San Francisco (the "Provider" or "City") and South San Francisco Unified School District (the "District") to define their relationship and responsibilities in connection with the Expanded Learning Opportunities Programs (ELOP). District and Provider are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District to operate certain educational programs in connection with the ELOP as specified in Exhibit A attached hereto, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)") for payment by the District.

D. The Parties desire to enter into this Agreement to memorialize the terms and conditions of the Services. However, this Agreement in no way replaces nor supersedes the requirements and obligations under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2026 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term

of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor and no joint venture or partnership between the Provider and the District is created through this Agreement.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Custodial. The District will provide custodial services for any additional classrooms, bathrooms, multi-use rooms, and outdoor space that are needed for the Provider to operate the Services, including any cleaning, maintenance, and repair.

Section 8. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit A.

Section 9. Payment. The District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B (“the Program Fee”) to cover some or all of the cost of the Services as set forth in Exhibit B. The Provider shall be solely responsible for costs not covered by the District through independently charging and collecting tuition from participant parents or legal guardians of enrolled students as part of providing the Services.

Section 10. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 11. Confidential Information.

- A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it, or (iv) information required to be disclosed by law or court order including but not limited to the California Public Records Act.
- B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.
- D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C.

1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 12. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 13. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 14. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

- A. Workers' Compensation and Employers' Liability Insurance: Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least one million dollars (\$1,000,000), bodily injury by disease limit each employee of one million dollars (\$1,000,000), and bodily injury by disease policy limit of one million dollars (\$1,000,000). The workers' compensation policy must contain a waiver of subrogation clause.
- B. Commercial General Liability Insurance (Primary and Excess). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability.

- C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million dollars (\$1,000,000) per occurrence, for bodily injury and property damage.
- D. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance, or Excess coverage with limits not less than four million dollars (\$4,000,000) per occurrence, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability Insurance policies.
- E. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate.
- F. The Provider shall include the District as an additional insured or additional covered party to the insurance policies described above (excluding the Workers' Compensation and Professional Liability Insurance Policies).
- G. Further, the Provider, upon the District's request, shall furnish the District with a Certificate of Insurance or Certificate of Coverage. The Provider shall provide the District to receive ten (10) days prior notice of cancellation and change in scope or modification in coverage of such insurance coverage.

Section 15. Termination.

- A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.
- B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.
- C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit A up to the date the Agreement is terminated.

Section 16. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School(s).

Section 17. Indemnification.

- A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.
- B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 18: General Provisions.

- A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:

South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:

City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080
Phone: 650-877-8502
Email: sharon.ranals@ssf.net
Attention: Sharon Ranals

- B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.
- C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. Notwithstanding the foregoing, this Agreement shall not impact the terms, conditions, and obligations set forth under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

- D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be the Superior Court of the County of San Mateo.
- F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.
- H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - Scope of Services

Exhibit B - Payment Terms

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

THE CITY OF SOUTH SAN FRANCISCO

By: _____

Its: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. Provider, the City of South San Francisco, will operate Expanded Learning Opportunities Programs at the following District schools during the 2025-2026 school year (180 days):
 - a. Buri Buri Elementary, located at 325 Del Monte Ave., South San Francisco, CA 94080
 - b. Los Cerritos Elementary, located at 210 W. Orange Ave., South San Francisco, CA 94080
 - c. Martin Elementary, located at 35 School Street, South San Francisco, CA 94080
 - d. Monte Verde Elementary, located at 2551 St. Cloud Ave., San Bruno, CA 94066
 - e. Ponderosa Elementary, located at 295 Ponderosa Road, South San Francisco, CA 94080
 - f. Spruce Elementary, located at 501 Spruce Ave., South San Francisco, CA 94080
 2. The City of South San Francisco will operate an Expanded Learning Opportunities Program ("ELOP") from the end of the school day until 6:00 p.m. at Schools A through F. The program will operate on the 180 academic school days during the academic year.
 3. The City of South San Francisco will operate an ELOP Program from 7:30 a.m. to 6:00 p.m. for 30 non-instructional days including, but not limited to, winter-break, spring-break, summer-break, and will be closed on federal holidays.
 - a. Sites may include those listed in A through F above, as well as City-owned facilities.
 4. The City of South San Francisco will operate ELOP Programs beginning August 15, 2025 - June 30, 2026.
 5. The City of South San Francisco will specifically provide:
 - a. Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
 - b. Staffing Requirements
 - i. California law (Ed. Code §§ 8483.4(a), 46120(b)) The California Department of Education also dictates many staffing requirements, including:
 1. Provider must employ a coordinator or lead teacher for each site.
 2. ELOP must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
 3. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:
- South San Francisco Unified School District Instructional Aide requirements:**
- ii. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.
 - iii. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training every two years.
 - iv. Program staff will have the following skill set:
 1. Classroom management skills;
 2. Ability to help students with homework in a way that helps students improve their learning;
 3. Cultural competency and sensitivity to the unique needs of the school population;

4. Ability to successfully work with all students including unduplicated students and special education students;
5. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
6. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
- v. Program staff will sign District internet use agreement.
- vi. By September 30, Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements.
- vii. Staff lists should include:
 1. Name of staff person
 2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
 3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
 4. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.
- viii. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.
- ix. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.
- c. All program management and oversight, including structure, scheduling, vendor management, etc.
- d. Ongoing enrichment throughout the year.
- e. Parent registration available online with in-person support for families who need assistance.
- f. Support for any parent questions or issues.
- g. Marketing materials and other information to promote the programs to interested families.
- h. Outreach to your District community to build relationships and solicit feedback.
- i. Adherence to the following toileting policy to ensure the health, safety, and dignity of all participating students:
 - i. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
 - ii. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
 - iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
 - iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
 - v. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
 - vi. In the event of repeated accidents or concerns regarding toileting independence, staff

- will notify parents to discuss appropriate next steps.
- vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
- viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.
- j. Attendance -
 - i. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.
- k. Attendance Reporting
 - i. ELOP grant programs require program attendance to be reported to the State twice a year – on January 31 and July 31. Provider must submit hard copies of attendance sheets to the District 30 days in advance of the state due date.
 - ii. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.
 - iii. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period
- l. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d), meaning that snacks should conform to nutrition standards found in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2, and meals shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 U.S.C. Sec. 1766).
- m. Incident Notification
 - i. Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.
 - ii. For purposes of this section, and "event" includes any of the following:
 1. Death of a child from any cause
 2. Any injury to a child that requires medical treatment
 3. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
 4. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
 5. Epidemic outbreaks
 6. Poisonings
 7. Fire or explosions that occur in or on the premises
 8. Exposure to toxic substances.
- n. Non-school Days and Hours - Pursuant to Education Code section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended school year days, that Provider operates the after-school programs, Provider will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of

combined instructional time, recess, meals and expanded learning opportunities per instructional day.

- o. Sample Program Schedule for Regular School Days - Prior to August 1, 2025, Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.
- p. Evaluation - Provider is required to adhere to the evaluation and quality standards initiatives led by the District. Minimally, Provider must implement the California After School Network PQA Program Quality Assessment tool two times per year and involve at least: the ELOP Coordinator, site Administration, and additional stakeholders to be determined. Provider will share results with the District.

Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths and needs to align practices.

EXHIBIT B

PAYMENT TERMS

School Year 2025/26

Summary:

The District will pay the cost for a minimum of 35 TK/K- 5th students per elementary school to enroll in the 180 after school days and 30 non-instructional days for a total guarantee of 210 students.

The cost per student from August 15th, 2025-June 30th, 2026, will be \$4,242 per student for 180 academic days and \$1,046 per student for the 30 non-instructional days.

Based on the District's desired enrollment the total cost from August 15th, 2024 - June 30th, 2025, will be **\$1,110,480** (\$185,080 per school), broken down as follows:

- 210 students to enroll in the 180 after school days x \$4,242 = \$890,820
- 210 students to enroll in the 30 non-instructional days x \$1,046 = \$219,660

Increments:

By mutual agreement, the District may choose to pay the tuition for additional TK-6th grade students to attend the 180 academic days in groups of 20 at a cost of \$84,840 per group and 20 TK-6th grade students to attend the 30 non-instructional days, at a cost of \$20,920 per group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments quarterly.

Payments:

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

June 26, 2025

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.