

**JOINT USE/OPERATING AGREEMENT
FOR EDISON ELEMENTARY SCHOOL BETWEEN
THE ALAMEDA UNIFIED SCHOOL DISTRICT AND GALILEO LEARNING**

This Joint Use/Operating Agreement ("Agreement") is entered into between the Alameda Unified School District, ("District") and Galileo Learning, LLC, a California limited liability company ("Camp") collectively, the "Parties" effective December 17, 2018

RECITALS

- A. The District is a Unified School District organized under the Constitution and laws of the State of California and the California Education Code.
- B. Galileo has developed age-appropriate, educational curricula involving science, the arts and outdoor physical challenges. Galileo hires and trains qualified instructors to deliver its curricula to school-age participants at existing schools during summer months, through two programs: Camp Galileo, designed for students from pre-K to rising 5th-graders; and Galileo Summer Quest, designed for rising 5th- to rising 8th-graders.
- C. The District and the Camp desire to enter into an agreement from June 12 until August 3, 2019 providing for the joint use and operation, by the District and the Camp, of up to twelve (12) classrooms, appurtenant areas, supporting equipment and structures at Edison Elementary School.

THEREFORE, DISTRICT AND CAMP AGREE AS FOLLOWS:

SECTION 1: PURPOSES AND OBJECTIVES OF AGREEMENT

This Agreement furthers the best interests of the students of the District and the Camp, for their health, safety, and welfare, and is in accordance with the public purposes and provisions of applicable federal, state and local law. An additional purpose of this Agreement is to ensure a cooperative effort between Camp and District to enable each entity to provide for public use and benefit in the most cost-effective manner.

SECTION 2: TERM

Subject to provisions set forth elsewhere in this Agreement regarding termination, the term ("Term") of this Agreement shall commence as of June 12, 2019 and shall remain in effect through August 3, 2019 unless terminated

earlier by the parties as described below. Camp will run Monday through Friday, except July 4th, 2019. Three set-up days will occur on Wednesday through Friday, June 12 – 14th, 2019. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

SECTION 3: OPERATING COSTS & FACILITIES

Camp will pay the District an estimated \$48,000 for the term of this agreement and provide 50 weeks of financial assistance scholarships for the use of District-resident students attending the Camp (40 Kindergarten through 5th grade Camp Galileo scholarships and 10 5th through 8th grade Galileo Summer Quest scholarships). Scholarships will be at \$0 cost to families and the District. The scholarship recipients will be chosen by the District in collaboration with Galileo Learning's Financial Assistance application process. Additionally, all staff of Edison Elementary will receive one week of camp for one child in their immediate families.

Camp will provide a deposit of 10% upon the execution of this contract, with 50% due prior to the start of the program on June 13, 2019 and the remaining balance due by July 15, 2019.

ADDRESS: Edison Elementary School, 2700 Buena Vista Ave, Alameda, CA 94501

PROGRAM ROOMS: 12 Classrooms

OUTSIDE FACILITIES: Blacktop, Playground, and Grass Area

HOURS OF OPERATIONS: 7:00 A.M. - 6:30 P.M., Monday through Friday

OTHER DETAILS: The District will provide tables/desks and chairs to accommodate up to 30 campers and 3 staffers for each classroom. The District will provide internet access, gas, electricity, water and garbage service for the Space. The District shall keep and maintain the exterior of the Facilities including the roof, exterior walls, downspouts, heating system, light fixtures, other electrical and mechanical systems and foundation in reasonably good condition and shall make any improvements required by any governmental law, code, rule or regulation.

Galileo has examined the Facilities and accepts them in their present condition. Galileo agrees to assume full responsibility for any damage to the Facilities resulting from Galileo's delivery of the Services. Galileo shall reimburse the District for all reasonable costs incurred in the repair or restoration of any damage to the Facilities resulting from Galileo's delivery of the Services.

SECTION 4: MAINTENANCE, REPAIRS AND REPLACEMENT

The District shall perform all routine maintenance of the Facilities, including: custodial services; maintenance of associated equipment; preventive maintenance; maintenance of any theft or vandalism; repair and replacement of lights and any other necessary items; and the wages and salaries for any employees, contractors or consultants used to maintain the Facility.

Galileo staff is responsible for cleaning the Space, including classrooms and outdoor area on a daily basis. The District shall provide daily bathroom cleaning and stocking of supplies (toilet paper, paper towels, soap), as well as regular trash pick-up from the bathrooms and classrooms.

SECTION 5: SHARED RECREATIONAL USE

Camp staff shall have access to any District wireless internet services at the Facilities.

SECTION 6: TERMINATION

Termination without Cause

6.1 Either Party shall have the right to terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination. Neither party shall be required to provide just cause for termination in the written notification.

6.2 Either Party may, upon ten (10) days written notice, terminate the operation of a single site under this Agreement if, in the Party's sole discretion, the costs to repair a site or to render it suitable for public use are prohibitive.

Termination for Cause

District may terminate this Agreement immediately for cause. Cause shall include, without limitation, material violation of this Agreement by Camp or any act by Camp exposing the District to liability to others for personal

injury or property damage. These provisions are in addition to and not a limitation of any other rights or remedies available to the District.

SECTION 7: INDEMNITY AND INSURANCE

Indemnity

7.1 Camp shall indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this Agreement as a result of Camp's negligence or willful misconduct; unless due in whole or in part, directly or indirectly, from the negligence or willful misconduct of District, its employees or agents. This indemnification shall not apply in those instances where District had actual knowledge and failed to inform Camp of an actual hazardous condition of the premises.

7.2 District shall indemnify, reimburse, hold harmless, and defend Camp, its officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this Agreement as a result of District's negligence or willful misconduct; unless due in whole or in part, directly or indirectly, from the negligence or willful misconduct of Camp, its employees or agents. This indemnification shall not apply in those instances where Camp had actual knowledge and failed to inform District of an actual hazardous condition of the premises.

7.3 Camp shall ensure that District is named as an additional insured and indemnitee prior to issuing a use permit or otherwise permitting use of the Facilities.

Camp Insurance Responsibilities

7.4 Liability Insurance. Camp shall, during the term of this Agreement, maintain in force, a combined, single-limit commercial general liability insurance policy in the amount of not less than two million dollars (\$2,000,000) with District, its employees and agents, at Camp's expense, named as additional insureds under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of

such insurance. Camp shall upon request provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon request of District during the term of this Agreement and prior to expiration of any such policy.

SECTION 8: OTHER PROVISIONS

Notices to District

8.1 Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to District by Camp shall be in writing and shall be deemed duly served and given when personally delivered to District, to any managing employee of District, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to District at:

Alameda Unified School District
Office of the Chief Business Officer
2060 Challenger Drive, Suite 100
Alameda, CA 94501

Notices to Camp

8.2 Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to Camp by District shall be in writing and shall be deemed duly served and given when personally delivered to Camp, any managing employee of Camp, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Camp at:

Galileo Learning
C/O Matt Hurley, Area Director
1021 Third Street
Oakland, CA 94607

Compliance with All Applicable Laws

8.3 The parties shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the District and/or Camp which affect this Agreement, as well as all such orders and

decrees of bodies or tribunals having any jurisdiction or authority over the same. Parties shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued.

Binding on Successors and Assigns

8.4 This Agreement shall be binding on and shall inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto.

Partial Invalidity

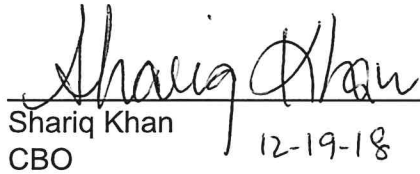
8.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

Permits and Licenses

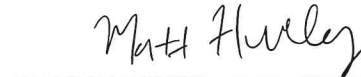
8.6 Camp, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the operation of its program.

IN WITNESS WHEREOF, DISTRICT and CAMP have executed this Agreement as of the date written on the first paragraph of this Agreement.

Alameda Unified School District


Shariq Khan
CBO 12-19-18

Galileo Learning


Matt Hurley
Area Director, East Bay & Marin