

**OAK PARK ELEMENTARY SCHOOL DISTRICT 97 AND GALILEO LEARNING  
SERVICES AGREEMENT**

This services agreement (“Agreement”) is dated ~~December 15~~ January, 2016, and is between Oak Park Elementary School District 97, an Illinois ~~nonprofit public benefit corporation~~ School District (the “School”) and **Galileo Learning, LLC**, a California limited liability company (“Galileo”).

RECITALS

A. The School wishes to provide quality education services to its student body and the public at large during summer months.

~~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.B.~~ The School wishes to engage Galileo to provide educational services to school-aged students at the School during the summer months.

**Therefore, the parties agree as follows:**

1. **Services.** Galileo shall provide the following services (the “Services”) to the School. Galileo shall deliver its Camp Galileo and Galileo Summer Quest programs as described in the attached literature during the Term provided in Section 2, ~~for and on behalf of the School.~~ Such program shall be capable of enrolling up to 450 students per week.

226 students will be identified by the School to attend Galileo’s programs for 4 consecutive weeks each summer, Monday – Friday, 9am – 3pm. 50% of the students will attend the first 4-week session and 50% will attend the second 4-week session with the following breakdown by grade:

- Camp Galileo: 176 students (totaling 704 sessions/weeks)
  - 36 entering Kindergarteners
  - 76 entering 1<sup>st</sup> & 2<sup>nd</sup> graders
  - 64 entering 3<sup>rd</sup> & 4<sup>th</sup> graders

~~• Galileo Summer Quest: 50 students (totaling 200 weeks)  
○ 50 students entering 5<sup>th</sup> – 8<sup>th</sup> graders~~

Galileo will also make its programs available to the public. Galileo shall publicize the programs, enroll students, and recruit, hire, and manage all staff necessary to deliver the programs.

The School will shall undertake the following activities:

- Provide a project manager to coordinate with Galileo
- Create general criteria for identifying student

**Commented [A1]:** a description of the programs should be attached

- Select individual students to receive a 4-week scholarship
- Manage applicant generation and processing
- Assist families in completing the enrollment process. All students are enrolled by March 15
- Provide an on call School Counselor to be available throughout the duration of the program
- Develop practices and follow up with families to ensure students attend weeks they are awarded

2. **Term.** Galileo shall deliver the Services for ~~fewer than~~ fifty days during the 2017 summer session, commencing on 06/19/2017 and terminating on 08/11/2017 including July 4<sup>th</sup> (the "Term"). Galileo will set up materials and require access to all Facilities provided in Section 3 from 06/14/2017 (Wednesday) through 06/17/2017 (Saturday), and will otherwise be on campus only weekdays.

This Agreement ~~shall may automatically~~ be renewed by the School under these terms and conditions, with starting and ending dates to be determined by the parties in the summer of each 2018 and 2019, ~~unless either party gives~~ by providing written notice of ~~such party's~~ the School's intention ~~not~~ to renew this Agreement by October 1 of the prior calendar year. The parties may elect in writing at the end of the third summer to agree to renew the Agreement for an additional five year period. Both parties hold a debrief meeting at the end of each year's services period, no later than September 30<sup>th</sup>. At this point the parties will agree on an addendum finalizing dates and number of classrooms for the following year.

3. **Facilities.** Galileo shall deliver the Services at the following School facilities (the "Facilities"), which the School shall make available to Galileo as provided below:

- ADDRESS: 2017: Longfellow Elementary School, 715 S. Highland Ave., Oak Park  
2018: Mann Elementary School, 921 N. Kenilworth Ave., Oak Park  
2019 and beyond TBD
- PROGRAM ROOMS: Camp Galileo: 8 classrooms with air conditioning if available  
Galileo Summer Quest: 5 classrooms with air conditioning if available  
Gym, kitchen and cafeteria  
The # of classrooms will likely may increase in years beyond 2017 by mutual agreement of the parties.
- OUTSIDE FACILITIES: Outdoor blacktop, field and any onsite parking available
- HOURS OF OPERATIONS: 7:00 A.M. - 6:30 P.M., Monday through Friday
- OTHER DETAILS: The school will provide tables/desks and chairs to accommodate 24 campers and 3 staffers for each classroom. The School will provide internet access, gas, electricity, water and garbage service for the Space. The School shall keep and maintain the exterior of the Facilities including the roof, exterior walls, downspouts, heating systems, 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~~use of the Facilities. Galileo shall reimburse the School for all reasonable costs incurred in the repair or restoration of any damage to the Facilities resulting from Galileo's ~~delivery of the Services~~use of the Facilities. Galileo shall deliver said reimbursement within ten (10) days after receipt by Galileo of an itemized list of the costs incurred by the School in such repair or restoration. Galileo's delivery of the Services pursuant to this Agreement shall not constitute a "use" of the Facilities by Galileo for purposes of the School's qualification for exemption from property tax under Illinois Property Tax Code (35 ILCS 200/1-1 et seq.).

4. **Payment for Services; Allocation of Revenue.** The School shall pay Galileo ~~\$193,600~~ ~~\$258,600~~ by July 1. In 2017 the per student weekly amount ("Student Fee") is \$275 for Camp Galileo ~~and \$325 for GSQ. Annual increases in the Student Fee~~, will not be more than \$10.

Before care (8-9am) and after care (3-6pm) is not covered in the Student Fee and will be an optional add on for families to pay a 50% discounted rate directly to Galileo if elected.

The School is responsible for covering the cost of a daily lunch and snack provided by Galileo's food services vendor, Gourmet Gorilla, for students identified by the School who qualify for free and reduced lunch.

Galileo shall also collect tuition from the public at large, participating in the activities provided by Galileo pursuant to this Agreement. Galileo may, in its sole discretion, provide tuition assistance to students in need. For each enrolled paid participant, Galileo shall allocate and pay to the School zero percent (0%) of the Tuition Amount in 2017. In 2018 and beyond, this percent may increase by mutual agreement of the parties, ~~provided that in no event shall the School receive more than \$5,000~~. Galileo shall retain the remainder of all tuition revenue in exchange for providing the Services.

5. **Supervision; Identification of Personnel; Background Checks.** Galileo shall provide adequate adult supervision of minors. Galileo shall identify one person as having primary responsibility for overseeing Galileo's performance of the Services pursuant to this Agreement. Galileo shall perform an appropriate background check in accordance with Section 5/10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) ~~or~~ for every prospective instructor and other staff member that Galileo ~~intends to employ~~ to deliver the Services or have any contact with students. Galileo shall provide the School with copies of the background check results prior to any individual performing any Services pursuant to this Agreement.

6. **Marketing.**

(a) The School agrees to do the following:

- (i) Co-author a press release announcing the partnership. "Prep for Success" Program name would no longer be used.
- (ii) ~~Distribute~~ Make available a Galileo brochure to be approved by the School to all students in the District, ~~two times between January and April.~~

- (iii) Insert a description of camp with a link to Galileo’s website in the District’s electronic newsletter three times between January and May.
- (iv) Have a stack of [approved](#) Galileo fliers or brochures available ~~in a prominent place~~ in the District and School offices.
- (v) Include a Galileo link on the District website.
- (vi) Display Galileo [approved](#) banners in front of Longfellow and Mann Elementary Schools from January through the end of camp.
- (vii) Work with Galileo to find additional ways to market to School’s students, such as inviting us to attend School events or holding a parent open house focused on camp.
- (viii) Connect Galileo with the School’s parent-teacher organization to determine additional marketing opportunities through designated parent advisor.

(b) Galileo agrees to do the following:

- (i) Hold a separate Open House at Longfellow for students who are identified by the School through its Prep for Success Program.
- (ii) Provide the School with one free week of Galileo to be used for School fundraising.

7. **Report on Services.** In order for the School to be able to evaluate the Services and the extent to which the School’s ~~charitable~~ educational purposes were furthered through them, Galileo shall provide a report within 60 days of the end of the term. Such report shall include, among other things, the weekly customer survey results, daily attendance, and a description of the Galileo’s activities with the students and the educational content provided.

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

9. **Insurance.** Galileo shall maintain at its own expense during the term of this Agreement insurance and/or bonds including but not limited to:

(a) Insurance and/or bonds as required by law (such as worker’s compensation coverage for its own employees); and

(b) Comprehensive general liability insurance, [including contractual liability coverage](#), with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

[\(c\) Automobile liability insurance with limits of not less than \\$1,000,000.00 per occurrence and \\$2,000,000.00 aggregate.](#)

(d) Umbrella liability coverage in the amount of \$5,000,000.00

Galileo shall provide to the School a certificate ~~s of general liability insurance~~ and policy endorsements naming the School as an additional insured and providing that the School shall receive at least a thirty (30) day notice before any such policies are modified or not renewed.

10. **Legal Compliance.** Galileo shall abide by any and all municipal, state, and federal laws, ordinances, and codes applicable to the operation by the School of its educational program (collectively "Laws"), including the performance of the Services. Galileo shall be solely responsible for the payment of any penalties imposed by law as a result of Galileo's performance of the Services. Without limitation, such laws include all such statutes and regulations as may relate to racial, gender, sexual orientation or other discrimination, and to privacy of student academic records and other personal information including the Family Educational Rights and Privacy Act (20 U.S.C. §1232g et. seq.) and the Illinois School Student Records Act (105 ILCS 10/1 et. seq.).
11. **Compliance with School Rules.** Galileo shall at all times abide by the School's rules for the use of the Facilities. Violation of any of the School's rules and regulations relating to (i) the operation of the School's educational mission, or (ii) conduct permitted on the School's property, may result in the eviction of the individual(s) involved and shall be grounds for the termination by the School of this Agreement.
12. **Indemnification.** Galileo shall defend, indemnify and hold harmless the School from any and all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorney fees), arising from any act or omission of Galileo, or of Galileo's agents, employees, invitees, or permittees, occurring in or about the Facilities or arising from Galileo's performance of an obligation, covenant, or condition of this Agreement, or arising from or related to the performance by Galileo of the Services; provided that Galileo shall not be required to defend, indemnify, or hold harmless the School for any liability caused by or resulting solely from the negligence or willful misconduct of the School.
13. **No Assignment or Delegation.** Neither party to this Agreement may assign any right nor delegate any obligation arising from this Agreement to any other person without the prior written approval of the other party to this Agreement.
14. **Independent Contractor.** Galileo is an independent contractor to the School in connection with Galileo's performance of the Services. Galileo's employees are not employees of the School; the School's employees are not employees of Galileo.
- ~~15. **No Public Disclosure.** The parties agree that, without the express prior written consent of the other, no public disclosure of the terms of this Agreement shall be made by it or any of its representatives or advisors.~~
- ~~16.~~**15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous written and oral understanding relating to the subject matter hereof. This Agreement cannot be changed except by a written instrument duly executed by both the School and Galileo.
- ~~17.~~**16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

~~18-17~~. **Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

~~19-18~~. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date signed below.

GALILEO LEARNING, LLC, a California Limited Liability Company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tajalli Horvat, Senior Vice President, Midwest Operations

OAK PARK ELEMENTARY SCHOOL DISTRICT 97, an Illinois ~~nonprofit public benefit corporation~~ School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Carol Kelley, Superintendent