

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
ELO-P STEAM SUMMER PROGRAM  
BY AND BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
GALILEO LEARNING, INC.**

This Independent Contractor Agreement for ELO-P STEAM Summer Program (“Agreement”) is made as of March 16, 2026, between the **San José Unified School District** (“District”) and **Galileo Learning, Inc.** (“Firm”). The District and Firm may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, the District issued a Request for Qualifications and Proposal (RFQP), and based on District staff’s evaluations of the submitted responses, considered the Firm’s experience, qualifications, past performance, rates, scope of work, and staffing needs of this program.

**WHEREAS**, the Firm agrees to provide the ELO-P STEAM Summer Program for the District as described in this Agreement in accordance with the standards of its profession, to the District’s satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** Firm shall furnish to the District the ELO-P STEAM Summer Program as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Locations.** Various District locations further described in Exhibit A.
3. **Term.** Firm shall commence providing services under this Agreement on **June 1, 2026** (“Effective Date”), and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **July 15, 2026**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law, and based on the approval of the District’s Governing Board.
4. **Submittal of Documents.** The Firm shall not commence the Work under this Agreement until the Firm has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
  - 4.1. Signed Agreement
  - 4.2. Contractor Certification
  - 4.3. Insurance Certificates & Endorsements
  - 4.4. W-9 Form
5. **Compensation.** District agrees to pay the Firm for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit B (“Program Costs”)**, on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not-to-exceed Nine Hundred Thousand Dollars (\$900,000.00)**. District shall pay Firm only for all undisputed amounts within thirty (30) days after the Firm submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.
6. **Expenses.** District shall not be liable to Firm for any costs or expenses paid or incurred by Firm in performing the Work.
7. **Materials.** For the STEAM Summer Camp portion of the Services, Firm shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. For the curriculum and materials portion of the Services, Firm shall furnish at his/her own expense, all labor, materials, supplies and other items necessary to complete the Services to be provided pursuant to this

Agreement. District shall be responsible for furnishing the other non-Galileo Learning, LLC. ELO-P Summer School Sites with the equipment necessary to access the digital portion of the STEAM Curriculum and Materials.

8. **Independent Contractor.** Firm, in the performance of this Agreement, shall be and act as an independent contractor. Firm understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Firm shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Firm's employees.
9. **Standard of Care.**
  - 9.1. Firm represents that Firm has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Firm's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Firm's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
  - 9.2. Firm hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
  - 9.3. Firm shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Firm understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
  - 9.4. Firm shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Firm agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Firm and shall not be copied in whole or in part from any other source, except that submitted to Firm by District as a basis for such services.
11. **Copyright/Trademark/Patent.** District understands and agrees that all matters produced under this Agreement shall remain the property of Firm and cannot be used without Firm's express written permission. Firm shall retain all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the Firm. Firm shall send a request to [pio@sjusd.org](mailto:pio@sjusd.org) and receive written permission from the District's Public Information Officer before use of the District's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Termination.**
  - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Firm only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Firm. Notice shall be deemed given when received by the Firm or no later than three days after the day of mailing, whichever is sooner.
  - 12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 12.2.1. material violation of this Agreement by the Firm; or
    - 12.2.2. any act by Firm exposing the District to liability to others for personal injury or property damage; or
    - 12.2.3. Firm is adjudged a bankrupt, Firm makes a general assignment for the benefit of creditors or a receiver is appointed on account of Firm's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Firm. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Firm shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
  - 12.3. **With Cause by Firm.** The Firm has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure,

and complete the cure within a reasonable time following written notice and demand from Firm. Such termination shall be effective after receipt of written notice from Firm to the District.

- 12.4. Upon termination, Firm shall provide the District with all documents produced maintained or collected by Firm pursuant to this Agreement, whether or not such documents are final or draft documents.
- 12.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Firm will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
13. **Force Majeure Clause.** Firm shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Firm. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Firm's performance of the Services impossible, and that event was not reasonably foreseeable at the time Firm executed this Agreement.
14. **Indemnification.** To the furthest extent permitted by California law, Firm shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Firm, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Firm in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Firm proposes to defend the indemnified parties.
15. **Release.** Firm acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Firm to enter upon and into the District's site(s) or property(ies) ("Premises"). Firm further acknowledges that Firm's use of the Premises may result in Firm's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Firm further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Firm hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Firm, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Firm, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.
16. **Insurance.**
- 16.1. The Firm shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Firm's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Firm shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Firm's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Abuse and Molestation Liability</b>	
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000
<b>Professional Liability</b>	\$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

16.2. **Proof of Carriage of Insurance.** The Firm shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Firm's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form.

16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17. **Assignment.** The obligations of the Firm pursuant to this Agreement shall not be assigned by the Firm.

18. **Compliance with Applicable Laws.** In performing services under this Agreement, Firm shall comply with all applicable legal requirements. Firm must complete and sign the Contractor Certifications attached as Exhibit C when Firm submits this Agreement to the District. It shall be the sole responsibility of Firm to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

Firm shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Firm observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Firm shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Firm's receipt of a written termination notice from the District. If Firm performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Firm shall bear all costs arising therefrom.

19. **Permits/Licenses.** Firm and all Firm's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

20. **Safety and Security.** Firm is responsible for maintaining safety in the performance of this Agreement. Firm shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Firm is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19). Firm or Site Coordinators must sign-in and sign-out at the front office using the District approved visitor system. Failure to sign-in and sign-out will be considered a non-service/non billable day.

21. **Employment with Public Agency.** Firm, if an employee of another public agency, agrees that Firm will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Firm agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Firm agrees to require like compliance by all its subcontractor(s).
23. **Audit.** Firm shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Firm transacted under this Agreement. Firm shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Firm shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Firm and shall conduct audit(s) during Firm's normal business hours, unless Firm otherwise consents.
24. **District's Evaluation of Firm and Firm's Employees and/or Subcontractors.** The District may evaluate the Firm in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 24.1. Requesting that District employee(s) evaluate the Firm and the Firm's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Firm, Firm's employee(s), and/or subcontractor(s).
  - 24.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Firm shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Firm and all Firm's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**San José Unified School District**  
Attn: Purchasing & Contract Management  
855 Lenzen Avenue  
San Jose, CA 95126

**Galileo Learning, Inc.**  
Attn: Finance Department  
548 Market Street. PMB 38374  
San Francisco, CA 94104

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

29. **Integration/Entire Agreement of Parties.** 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.

- 30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
- 31. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 32. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 33. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 34. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

**San José Unified School District**

**Galileo Learning, Inc.**

Date:

Date: 4/14/2026

By:

By:

DocuSigned by:  
  
 42424B47792C411...

Tracy Morrison

Michael Wiggin

Director, Procurement

CFO

Initial Initial  
 

**EXHIBIT A**  
**SCOPE OF SERVICES FOR THE**  
**ELO-P STEAM SUMMER PROGRAM**

**A. ELO-P STEAM SUMMER CAMP**

1. The District’s vision is preparing today’s students to be the thinkers, leaders, and creators of tomorrow. In alignment with this, the District will offer an ELO-P STEAM Summer Camp for students in TK-6 (“**STEAM Summer Camp**”). The STEAM Summer Camp shall serve multiple groups of students at a maximum ratio of 20 students:1 staff for grades 1-6 or 10 students: 1 staff for grades TK-K ratio, across multiple District elementary and middle school campuses. Firm shall provide the STEAM Summer Camp to the following Participating Schools (“**School(s)**”):

School	Location	Enrollment Projection	Site Coordinators	Instructors TK/K	Instructors 1-6	Part-time Instructors
Gardner Elementary	502 Illinois Avenue, San José, CA 95125	90	1	2	4	1
Horace Mann Elementary	55 North 7th Street, San José, CA 95112	50	1	1	3	1
John Muir Middle School with Reed Elementary	1524 Jacob Avenue, San José, CA 95118	48	1	1	3	1

This enrollment projection is for the 2026 summer sessions. **All enrollment projections and school sites allocations are subject to change.** Final allocation will be provided one month before the first session.

- 1.1. **An amendment to the Agreement will be processed for any changes to staffing.**
  - 1.2. District recommends the following staffing:
    - 1.2.1. One Site Coordinator per School, with the exception of low enrollment schools, at 8 hours per day. For sites designated by the District as low enrollment, one Site Coordinator may be assigned to serve multiple such sites, at the sole discretion of the District.
    - 1.2.2. TK/K ratio of 10 students per 1 Instructor, at 8 hours per day.
    - 1.2.3. Grades 1-6 ratio of 20 students per 1 Instructor, at 8 hours per day.
    - 1.2.4. Part-time Instructors, at 6 hours per day.
  - 1.3. If Firm needs additional staff to provide services, Firm must receive prior written approval from District. Firm shall invoice the District as further described in Exhibit B.
  - 1.4. Staff who work beyond their scheduled hours must obtain prior approval from the District..
2. **District’s ELO-P Plan Guide.** District’s ELO-P Plan Guide is available for Firm’s review at <https://go.sjUSD.org/elo-pplanguide>.
  3. **STEAM Summer Camp Program Requirements.** Firm shall provide the STEAM Summer Camp to TK-6 grade students at Firm’s assigned Schools between June 2, 2026 through July 15, 2026.
    - 3.1. The STEAM Summer Camp shall operate Monday through Friday from 8:00am – 5:00pm, for a total of 30 days.
    - 3.2. The Firm shall meet and comply with the ELO-P Plan Guide which can be reviewed [at https://go.sjUSD.org/elo-pplanguide](https://go.sjUSD.org/elo-pplanguide) and ELO-P Education Code §46120.
  4. **Firm Requirements.** Firm(s) shall be responsible for hiring and retaining all staff to implement the STEAM Summer Camp at the District sites allocated to Firm. The Firm shall:
    - 4.1. Designate one representative to work with District staff.
    - 4.2. Employ and appoint site instructors and site coordinators for each assigned District school site. At least one staff member shall be certified and maintain a CPR and First Aide certification per school site. At least one staff member shall be fluent in Spanish at each school site.
      - 4.2.1. The State requires a minimum staff to student ratio of 1:20 for grades 1-6 and 1:10 for students in grades TK-K.
      - 4.2.2. Firm will be responsible for training its staff on behavior management and will work collaboratively with the school’s administrative staff to share behavior expectations. Firm will be responsible for implementing behavior management steps and will communicate with the school’s administrative staff any concerns regarding specific students or families.
    - 4.3. Firm shall have a current, compliant, Business Tax Certificate with the City of San José. <https://www.sanjoseca.gov/your-government/departments-offices/finance/business-tax-registration/register-for-a-business-tax-certificate> at the time the notice of award is issued.
    - 4.4. Ensure that all persons (whether employees or independent contractors) who provide direct supervision to District students in the Expanded Learning Program meet the minimum qualifications for the District’s Instructional Aide [job classification](#).

- 4.5. Certify compliance with: (i) Child Abuse and Neglect Act guidelines for Mandated Reporters as required by California Penal Code § 11164-11174; (ii) fingerprinting and background checks for all employees, contractors, agents and volunteers before they have contact with any District students (Education Code Section 45125.1(e)), and (iii) have on file current documentation of Tuberculosis Screening and negative test results for all employees, contractors, agents and volunteers who have contact with District students. The cost of any fingerprinting, background checks, and health screenings shall be the responsibility of the successful Firm(s).
- 4.6. Firm is required to add the following Non-Discrimination disclosure to all communications given to students, staff, and parents. Communications include, but are not limited to posters, flyers, handbooks, newsletters, social media, and brochures.

*SJUSD prohibits discrimination, intimidation, harassment (including sexual harassment), or bullying based on a person's real or perceived ancestry, color, disability, gender, gender identity, gender expression, immigration status, nationality, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics. For questions or complaints, contact Equity Compliance and Title IX Coordinator Michelle Reghitto, Director of Students Services, UniformComplaint@sjusd.org, and Section 504 Coordinator Chris Metcalfe, Director of Special Education, 504@sjusd.org 855 Lenzen Avenue, (408) 535-6000.*

*El Distrito Escolar Unificado de San José prohíbe la discriminación, intimidación, acoso (incluyendo el acoso sexual) o el hostigamiento tomando como base la ascendencia real o percibida de una persona, su color, discapacidad, género, identidad de género, expresión de género, la situación migratoria, nacionalidad, raza o etnia, religión, sexo, orientación sexual o asociación con una persona o un grupo con una o más de estas características reales o percibidas. Si tiene preguntas o quejas al respecto, comuníquese con la Coordinadora de Cumplimiento de Equidad y Título IX, Michelle Reghitto, Directora de Servicios Estudiantiles a: UniformComplaint@sjusd.org y con el Coordinador del Artículo 504, Chris Metcalfe, Director de Educación Especial a: 504@sjusd.org 855 Lenzen Avenue, (408) 535-6000.*

- 4.7. Be responsible for monitoring attendance of all student participants in the program and providing attendance reports to the District as agreed upon.
  - 4.8. Comply with all federal and state laws, regulations and requirements relating to the confidentiality of student records and personally identifiable information and shall agree to execute and comply with District's Student Data Confidentiality Agreement.
  - 4.9. Firm shall not charge District families for any services provided.
5. **STEAM Summer Camp Services.** Firm shall provide the following Services:
- 5.1. Firm, in accordance with Education Code Section §46120, and consistent with the District's ELO-P Plan Guide, shall provide the STEAM Summer Camp to support the following purposes, which include and may not be limited to:
    - 5.1.1. Academic enrichment and support programs.
    - 5.1.2. Visual and Performing Arts programs.
    - 5.1.3. Fitness and athletic programs.
    - 5.1.4. STEAM programs.
    - 5.1.5. Career and Technical Education programs and/or career readiness programs.
    - 5.1.6. Leadership programs, service-learning projects, and civic education. High school and college readiness programs.
    - 5.1.7. Work in conjunction with District's staff to determine student's support for students with disabilities.
  - 5.2. Develop and implement necessary curricula, instructional plans, and/or program guidelines, as applicable for the needs of each respective school site. Directly provide all materials, supplies, and technology equipment related to the proposed program. Firm shall adhere with Education Code including, but not limited to Toxic Art Supplies in Schools [EC32064](#), and [State and Federal Legislation Affecting Science Instruction](#). No student data shall be shared with educational software programs the Firm elects to license with. All materials and supplies shall remain the property of the District.
  - 5.3. Field trips may be authorized upon prior approval by the District.
    - 5.3.1. The Firm shall distribute and collect parent permission slips for all participating students.
    - 5.3.2. Field trips exceeding a travel distance of 100 miles are prohibited.
    - 5.3.3. Field trips involving water activities are prohibited.
  - 5.4. Schedule and coordinate the assignment of Firm's employees and/or subcontractors at each School site to implement the STEAM Summer Camp. Ensure that fingerprinting and background checks are conducted for all Firm employees and/or subcontractors before they have contact with any District students.
  - 5.5. Collect reliable data and outcome measures, as determined with the District through a collaborative

process, which addresses the performance indicators for the STEAM Summer Camp.

- 5.6. Maintain and submit accurate records of the STEAM Summer Camp plan, attendance policies, students' sign in/sign out records, staff records, monthly attendance reports, and any other records or reports as may be agreed upon with the District.
  - 5.7. Attend and participate in meetings as requested by the District and/or STEAM Summer Camp coordinator(s) at each school site to discuss the progress of the STEAM Summer Camp.
  - 5.8. Regularly monitor and evaluate the STEAM Summer Camp, in a manner as agreed upon with the District.
  - 5.9. Share District facilities and work cooperatively with District staff and other community programs or organizations. Firm shall reserve space used for the STEAM Summer Camp in [Facilitron](#), fees associated with the reservation for the STEAM Summer Camp shall be covered by the District. Firm's use of District's facilities for performance of the Services shall comply with District's facility use policies and any Board policy applicable to this use. These policies, practices and procedures include, but are not limited to, District's energy and water management policies and the prohibition against the use of any inflatable attractions on District's school sites. No outside vendors or subcontractor shall have access to District facilities without prior District approval.
    - 5.9.1. Firm shall agree to the SJUSD Key Use Agreement, attached hereto as **Exhibit D**. The SJUSD Key Use Agreement shall be completed, signed, and emailed to [maintenance@sjusd.org](mailto:maintenance@sjusd.org) prior to receiving keys.
  - 5.10. District shall provide Firm with classrooms or space with desks, and chairs for students. Firm must be responsible for the condition in which they leave District facilities, including, but not limited to, maintaining a clean environment of all reserved spaces. Firm must also ensure that all doors, including bathroom doors, are locked before leaving the facilities at the end of each day.
  - 5.11. Firm shall develop a technology use policy that is in accordance with District's Acceptable Use Policy related to student's use of technology in the program.
  - 5.12. Firm's program shall adhere to the District's Wellness policies, including but not limited to the student's Wellness Policy 5030, Hazardous Substances Policy 3514.1, and Environmental Safety Policy 3514.
  - 5.13. Firm shall develop a discipline policy that is in accordance with the District's. Firm shall not remove/expel any student without prior District approval.
  - 5.14. Firm shall submit monthly invoices for staffing and materials & supplies approximately 15 days after the previous month's end, as further described in Exhibit B.
6. **District Responsibilities.**
- 6.1. Upon Firm's [Facilitron](#) reservation, District shall provide and maintain facilities for the Firm to deliver the STEAM Summer Camp. Classroom assignments are subject to change with 48-hour prior notice.
  - 6.2. The District shall grant the Firm access to newly assigned school sites one (1) day in advance of the scheduled commencement of the program for the purpose of setup, Facility access shall be provided during the hours of 8:00 a.m. to 5:00 p.m.
  - 6.3. District will provide Firm with Student Enrollment information (directory information, guardian and emergency contacts, health information, educational program, and opt-out of media). If Firm requires information beyond what the District has provided, Firm shall submit the request to the District for approval prior to contacting families.
  - 6.4. District will provide an administrator for limited support, custodial services, limited health services and other clerical support.
  - 6.5. District shall provide access to Wifi and the use of District copiers and phones. Copier paper and other supplies will not be provided.
  - 6.6. If District can provide technology equipment for Firm's staff's use, such as a laptop, Firm must sign equipment out and agree to the terms related to borrowing District equipment. An appointment with the District's Technology Department is required.
  - 6.7. District shall provide the following basic classroom supplies listed below:
    - Washable glue stick – 1 per student
    - Pencils – 1 per student
    - Scissors – 1 per student
    - Black marker or sharpie – 1 per student
    - Set of 8-12 colored markers – 1 set per 4 students
  - 6.8. Breakfast, lunch, and one snack per day shall be provided by the District to students during the STEAM Summer Camp.
    - 6.8.1. In compliance with SB 1383 food recovery requirements, ELO-P program providers may receive donated leftover hot lunch meals from the school cafeteria daily. These meals are made available for students in the program to select. They are not additional to regular meal service but are meals that would otherwise be discarded. Standard operating procedures, along with training for ELO-P providers, are in place to ensure food safety and proper handling of these meals.

**B. STEAM Curriculum and Materials**

1. Provide a comprehensive, full-day STEAM curriculum, including all required instructional materials for non-Galileo Learning, LLC. ELO-P Summer school sites. A total of approximately 18 school sites and approximately 1,450 students. Projected student enrollment may fluctuate, and school sites are subject to change.
  - 1.1. If enrollment increases, the District may purchase more STEAM Curriculum and Materials at the rates listed in Exhibit B. Section B.1.
  - 1.2. Deliver program deeply aligned with the District’s Local Control and Accountability Plan Goals listed below:
    - 1.2.1. Goal #1: A rigorous curriculum that inspires all students to discover their own greatness - We provide a safe, respectful, supportive, and rigorous learning experience for every student.
    - 1.2.2. Goal #2: A unified community that elevates opportunities for all - We create a sense of belonging for our students, parents, and staff where we celebrate and learn from the rich diversity of our community.
    - 1.2.3. Goal #3: Enhanced resources that make the extraordinary ordinary - We use our equity framework to allocate our resources to students with the highest needs.
  - 1.3. Offer developmentally appropriate, hands-on STEAM projects for students in grades TK–6 that align with California’s Common Core State Standards.
  - 1.4. Provide small-group, hands-on STEAM learning experiences aligned with Next Generation Science Standards.
  - 1.5. Curriculum that demonstrates multi-year efficacy and impact through studies conducted in partnership with a school of education or comparable research institution.
  - 1.6. Emphasize the development of 21st-century skills through experiential learning without reliance on screen time.
  - 1.7. Maintain program offerings that support students across grades TK–6.
  - 1.8. Shipping of all materials to each of the non-Galileo Learning, LLC. ELO-P Summer school sites listed below.

School	Address	Projected Enrollment
Allen at Steinbeck Elementary	820 Steinbeck Drive San José, CA, 95123	100
Anne Darling Elementary	333 North 33rd Street, San José CA, 95133	50
Almaden Elementary	1295 Denwood Drive, San José, CA 95118	60
Canoas Elementary with Terrell Elementary	880 Wren Drive, San José CA, 95125	70
Empire Gardens Elementary	1060 East Empire Street, San José CA, 95112	40
Galarza & Hammer Elementary	1610 Bird Avenue, San José CA, 95125	100
Grant Elementary with Ohlone Middle School	470 East Jackson Street, San José CA, 95112	100
Graystone Elementary with Williams Elementary & Bret Harte Middle School	6982 Shearwater Drive, San José CA 95120	90
Simonds Elementary with Los Alamitos Elementary and Castellero Elementary	6515 Grapevine Way, San José, CA 95120	90
Lowell Elementary	625 South 7th Street, San José CA, 95112	50
Rachel Carson Elementary	4245 Meg Drive, San José CA, 95136	30
River Glen Elementary	1088 Broadway, San José CA, 95125	80
Schallenberger Elementary with Booksin Elementary and Hacienda Elementary	1280 Koch Lane, San José, CA, 95125	130
Selma Olinder Elementary	890 East William Street, San José CA, 95116	50
Trace Elementary with Hoover Middle School	651 Dana Avenue, San José CA, 95126	160
Walter L. Bachrodt Elementary	102 Sonora Avenue, San José CA, 95110	60
Washington Elementary	100 Oak Street, San José CA, 95110	70
Willow Glen Elementary with Willow Glen Middle School	1425 Lincoln Avenue, San José CA, 95125	120
<b>TOTAL</b>		<b>1,450</b>

**C. STEAM Staff Training**

1. Provide staff training for the STEAM Curriculum and Materials that will be purchased by the District in Section B above.
2. Projected staff for 18 school sites, that do not include the STEAM Summer Camp listed in Section A.1. above, are projected at approximately 106 in total.
3. Schedule for staff training shall be agreed to by both Parties.
4. Firm shall provide training for its own STEAM Summer Camp staff.

**EXHIBIT B**  
**PROGRAM COSTS**

The following rates, which include overhead, administrative cost and profit, shall be utilized when performing all Services and shall not be changed for the Term of the Agreement.

**A. STEAM Summer Camp**

1. Hourly Rates:

Position	# of Positions	Rate	Total Hours Per Position	Totals
Site Coordinator	3	\$82.00	240	\$59,040.00
Instructors TK/K	4	\$65.00	240	\$62,400.00
Instructors 1-6	10	\$65.00	240	\$156,000.00
Part-Time Instructors	3	\$60.00	180	\$32,400.00
<b>Staffing Total</b>				<b>\$309,840.00</b>
<b>11% In-Direct Cost</b>				<b>\$34,082.40</b>
<b>Total</b>				<b>\$343,922.40</b>

2. STEAM Summer Camp - Curriculum & Materials:

STEAM Summer Camp - Curriculum & Materials	Flat Rate
Classroom Curriculum	\$15,840.00
Basic Classroom Supplies	\$3,600.00
On Site Storage Container includes: <ul style="list-style-type: none"> <li>• delivery of container</li> <li>• storage for two months</li> </ul>	\$9,000.00
<b>TOTAL</b>	<b>\$28,440.00</b>

**B. STEAM Curriculum & Materials**

1. Rates:

STEAM Curriculum & Materials	Projected # of students	# of kits per 20 students	# of Weeks	Total # of kits for 6 Weeks	Cost of Each Kit	Total
1 kit per 20 students	1,450	88	6	528	\$880	\$464,640.00

1.1. If there is an increase in enrollment, the District may purchase additional classroom kits from Firm at the rates listed above.

2. Palletized Delivery Fees:

School	Delivery Address	Palletized Delivery Fee
Allen at Steinbeck Elementary	820 Steinbeck Drive San José, CA, 95123	Included in Enablement Fee
Almaden Elementary	1295 Dentwood Dr. San Jose, CA 95118	1,500
Schallenberger Elementary	1280 Koch Lane, San José, CA, 95125	1,500
Canoas Elementary	880 Wren Drive, San José CA, 95125	1,500
Rachel Carson Elementary	4245 Meg Drive, San José CA, 95136	1,500
Galarza Elementary	1610 Bird Avenue, San José CA, 95125	1,500
Willow Glen Elementary	1425 Lincoln Avenue, San José CA, 95125	1,500
Trace Elementary	651 Dana Avenue, San José CA, 95126	1,500
Grant Elementary	470 East Jackson Street, San José CA, 95112	1,500
Anne Darling Elementary	333 North 33rd Street, San José CA, 95133	1,500
Walter L. Bachrodt Elementary	102 Sonora Avenue, San José CA, 95110	1,500
Empire Gardens Elementary	1060 East Empire Street, San José CA, 95112	1,500
Graystone Elementary	6982 Shearwater Dr. San Jose, CA 95120	1,500
River Glen Elementary	1088 Broadway, San José CA, 95125	1,500
Selma Olinder Elementary	890 East William Street, San José CA, 95116	1,500
Simonds Elementary	6515 Grapevine Way San Jose, CA 95120	1,500
Lowell Elementary	625 South 7th Street, San José CA, 95112	1,500
Washington Elementary	100 Oak Street, San José CA, 95110	1,500
<b>TOTAL PALLETIZED DELIVERY FEE</b>		<b>25,500</b>

C. STEAM Staff Training

1. Rates:

STEAM Staff Training	Fee
4 hours in-person staff training for Curriculum Materials	Included in Enablement Fee
Additional 4 hours in-person staff training for STEAM Curriculum Materials	\$5,000
<b>TOTAL</b>	<b>\$5,000</b>

D. Enablement Fee

1. Rates

- 1.1. **Enablement Fee of \$10,000.00** includes the following:
  - 1.1.1. Delivery of palletized materials to a single location.
  - 1.1.2. Four (4) hours in-person STEAM Staff Training.

E. Totals

<b>STEAM SUMMER CAMP STAFFING COSTS:</b>	<b>\$309,840.00</b>
<b>INDIRECT COSTS:</b>	<b>\$ 34,082.40</b>
<b>STEAM CURRICULUM &amp; MATERIALS FOR CAMP:</b>	<b>\$ 28,440.00</b>
<b>STEAM CURRICULUM &amp; MATERIALS CLASSROOM KITS:</b>	<b>\$464,640.00</b>
<b>STEAM CURRICULUM &amp; MATERIALS DELIVERY FEES:</b>	<b>\$ 25,500.00</b>
<b>STEAM STAFF TRAINING COSTS:</b>	<b>\$ 5,000.00</b>
<b>ENABLEMENT FEE:</b>	<b>\$ 10,000.00</b>
<b>TOTAL:</b>	<b>\$877,502.40</b>
<b>NOT TO EXCEED AMOUNT:</b>	<b>\$900,000.00</b>

## **F. Invoicing**

1. Firm shall invoice approximately 15 days after each summer camp week, as services are rendered.
  - 1.1. STEAM Summer Camp Invoices shall include:
    - 1.1.1. Actual enrollment numbers
    - 1.1.2. Number of staff per position, per school site
    - 1.1.3. District approval of additional staff must be a separate line item on the invoice. Actual enrollment numbers and attendance records must accompany the invoice.
2. Materials, supplies, and training will be paid upon delivery of the training
  - 1.2. STEAM Curriculum and Materials Invoices shall include:
    - 1.2.1. Quantity
    - 1.2.2. List of materials
    - 1.2.3. Per item costs
    - 1.2.4. Taxes
    - 1.2.5. Shipping Costs and location (if applicable)
    - 1.2.6. School
  - 1.3. STEAM Staff Training Invoices shall include:
    - 1.3.1. Training dates, times, and locations
    - 1.3.2. # of staff receiving training
    - 1.3.3. Costs
3. District shall pay Firm only for all undisputed amounts within thirty (30) days after the Firm submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

**EXHIBIT C**  
**CONTRACTOR CERTIFICATION**

**THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:**

- (1) A representative of the Firm,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Firm and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Firm and the Firm parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Firm shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Firm, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Firm will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Firm at all times while services are provided on site such that Firm will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [Name], [Title] at [School]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal Initials: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Firm and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**Tuberculosis Certification.** The Firm and the Firm parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Firm will not have frequent or prolonged contact with students. District’s determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).

- The following Firm and/or Firm parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Firm shall maintain on file the certificates showing that the Firm parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.

Firm further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**COVID-19 Certification.** The Firm and the Firm parties shall at all times comply with the Covid-19 certification requirements as set forth below. Firm hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified’s COVID Health and Safety Information](#).

Firm further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

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**Lobbyist Certification.** The Firm and the Firm parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Firm and/or Firm parties Services hereunder shall or may include lobbying. Firm and/or Firm parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Firm shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.

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**Conflict of Interest Certification.** The Firm and the Firm parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Firm’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Firm and/or Firm parties have read and understand the District’s Conflict of Interest Code and, Firm knows or has reason to believe that Firm has a conflict of interest that requires disclosure and Firm and/or Firm parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Firm shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Firm and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Firm to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**Galileo Learning, LLC.**

Date: 4/14/2026

Signature: 42424B47792C411...

Michael Wiggin

CFO

**EXHIBIT C CONTINUATION**  
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

**Galileo Learning, LLC.**

Date: 4/14/2026

Signature: 42424B47792C411...

Michael Wiggin

CFO

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

**EXHIBIT C CONTINUATION**  
**STUDENT DATA CONFIDENTIALITY CERTIFICATION**

The Firm acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Firm will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Firm.

Furthermore, the Firm agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Firm has access:

- Firm will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Firm acknowledges that the Agreement allows the Firm access to (CDI) for whom the Firm has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Firm shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Firm acknowledges that it is illegal for a student to have access to another student's data and will not share (CDI) from any source with another student.
- Firm agrees to hold (CDI) in strict confidence. Firm shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Firm agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Firm shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Firm's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Firm has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Firm shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Firm to receive Covered Data and Information provided to Firm pursuant to this Agreement, to delete consumer's personal information or to access information collected by Firm hereunder, Firm shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

**Galileo Learning, LLC.**

Date: 4/14/2026

Signature: 42424B47792C411...

Michael Wiggin

CFO

**EXHIBIT C CONTINUATION**  
**IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Firm shall complete **ONLY ONE** of the following three paragraphs.

1. Firm's total Proposal is less than one million dollars (\$1,000,000).  
**OR**
2. Firm's total Proposal is one million dollars (\$1,000,000) or more, but Firm is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Firm is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.  
**OR**
3. Firm's total Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Firm to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with the Proposal.**

I certify that I am duly authorized to legally bind the Firm to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**Galileo Learning, LLC.**

Date: 4/14/2026

Signature: 42424B47792C411...

Michael Wiggin

CFO



San José Unified School District

**EXHIBIT D**

**SJUSD KEY USE AGREEMENT**

*The undersigned (user) hereby acknowledges receipt of the key(s) as listed below and agrees to the SJUSD Key Use Agreement as follows.*

*Keys shall remain in control of User. Keys shall not be duplicated. Keys shall be used for official business only as listed on this form and shall be returned promptly upon completion of business as noted. Lost or stolen keys shall be reported immediately to SJUSD Maintenance (District) or SJUSD Security (Central Station). By signing this form, User acknowledges that he/she is an authorized agent of the company listed, with authority to bind listed company by this agreement.*

*User agrees to be held responsible for all costs associated with loss or miss-use of keys. Costs include but are not limited to filing and reporting, replacement key costs, mitigation/ remediation efforts to secure sites determined by District, re-keying costs for all affected areas as determined by District, damages caused by miss-use of keys including vandalism, theft, malicious mischief and the like. A minimum lost key charge of \$100 will apply to all lost keys.*

*Prior to accessing site, User will contact Central Station at (408) 278-6923. User will announce name, company name and scheduled authorized business. Those not having scheduled authorized business will be denied access.*

Site Name: \_\_\_\_\_ Room(s)/Building Accessing \_\_\_\_\_

Key Code (s): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_ Cell Phone No: \_\_\_\_\_

Business Need: \_\_\_\_\_ Scheduled Return Date: \_\_\_\_\_

PRINT NAME

SIGNATURE

KEY(S) ISSUED BY

DATE

Date Returned

By (Print Name)

Received By (Print)

Signature