



ADDENDUM TO AGREEMENT

This Addendum to Agreement (the "Agreement") is effective as of October 8, 2015, and is by and between San Carlos School District, a California nonprofit public benefit corporation (the "School") and Galileo Learning, LLC, a California limited liability company ("Galileo"). In consideration of the representations, warranties and covenants hereafter stated, the parties agree as follows:

1. Term of Agreement. The 2016 term of occupancy under this Agreement shall be for a period of seven weeks for Camp Galileo & Galileo Summer Quest commencing on June 20, 2016 and terminating on August 5, 2016, including June 17, 18 & 19, 2016, for set up. Galileo will not be operating on Monday, July 4, 2016.
2. 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: Brittan Acres School, 2000 Belle Ave, San Carlos, CA 94070

PROGRAM FACILITIES: Camp Galileo will use 7-9 classrooms, the upper field and blacktop area, and the outdoor amphitheater. The classroom breakdown is as follows for furniture purposes: two Kindergarten, two to four 1st & 2nd grade, two 3rd-5th grades and camp office. Galileo Summer Quest will use 4-5 classrooms and the multi-purpose room as one classroom including use of stove, sink and adjacent small room with the refrigerator.

All other details related to facilities are noted in the original Services Agreement.

3. Payment for Services; Allocation of Revenue. Galileo shall collect tuition from students participating in the activities provided by Galileo pursuant to this Agreement, and may, in its sole discretion, provide tuition assistance to students in need. Galileo shall allocate the revenue received as provided in this Section, without regard to any tuition assistance provided.

For each enrolled participant, Galileo shall allocate and pay to the School thirty percent (30%) of the Tuition Amount, provided that in no event shall the School receive an average rate of \$353.80/classroom/week, and no more than \$34,672.40, depending on classrooms utilized. For Camp Galileo this totals \$22,289.40 for nine classrooms for seven weeks. For Galileo Summer Quest this totals \$12,383 for five classrooms for seven weeks. Galileo shall retain the remainder of all tuition revenue in exchange for providing the Services.

Galileo shall pay to the School ^{17,337} 17,337 before the first date referred to in Section Above, and any remainder owed to the School pursuant to this Section 3 not later than August 31, 2016. In no event shall the School be required to pay back any part of the initial payment from Galileo.

The user fee may be adjusted each year according to the Consumer Price Index for the San Francisco Bay Area, not seasonally adjusted, is not to exceed an adjustment of 4% and is subject to Section 2 of the Services Agreement.



4. Remainder of Agreement unchanged. Except as modified immediately above, the remainder of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

GALILEO LEARNING, LLC, a California Limited Liability Company

By:  Date: 12.01.15
Emily Kuhlmann, Area Director

SAN CARLOS SCHOOL DISTRICT, a California nonprofit public benefit corporation

By:  Date: 11/18/2015
Mary Carbullido, Associate Director, SCSD SMART-E After School & Camps

By:  Date: 12/1/2015
Robert Porter, SCSD, Chief Operations Officer