



# Making Waves Academy

## Special Board Meeting

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### Date and Time

Wednesday April 15, 2020 at 11:15 AM PDT

### Location

#### Zoom Meeting Information

<https://mwacademy.zoom.us/j/140766968?pwd=N1prK1hSNEsvdW9RSTRremFDU1BYUT09>

**Meeting ID:** 140 766 968

**Password:** mwaboard

### To Join by Phone:

+1-669-900-6833, Meeting ID: 140 766 968 Password: 764731

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If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:

*Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:*

Elizabeth Martinez at [emartinez@mwacademy.org](mailto:emartinez@mwacademy.org) or 510-275-7331.

In accordance with Executive Order N-25-20 in the State of California, we will be hosting this board meeting via teleconference.

### Public Comment

The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.

Under Public Comment, members of the public may

- Comment on items on the agenda
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- Comment on items not on the agenda
- ***Presentations are limited to one minute each***, or a total of five minutes for all speakers.

In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.

Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment. ***Please note that all agenda times are estimates.***

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## Agenda

### I. Opening Items

#### Opening Items

#### A. Call the Meeting to Order

Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.

#### B. Record Attendance and Guests

Roll call and verification of quorum.

#### C. Closed Session

The Board will meet in closed session to discuss the following matter(s):

ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).)

#### D. Public Comments

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
  - Comment on items on the agenda
  - Comment on items not on the agenda
  - ***Presentations are limited to one minute each***, or a total of five minutes for all speakers.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in

their response to statements or questions by persons commenting on items not on the agenda.

- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

## **II. Action Items**

### **A. Designation of Applicants for Payroll Protection Program Loan**

Board votes to designate the school's agents who are authorized to file an application for a payroll protection loan through the Small Business Administration.

### **B. Internet Hotspots for Students**

The school is proposing options for internet hotspots that will be distributed to students who do not have access to internet and need to complete their distance learning online.

## **III. Closing Items**

### **A. Schedule of Board of Directors Meetings 2019-2020**

- May 21st, 2020, 4:30-7:30 PM

### **B. Adjourn Meeting**

# Coversheet

## Designation of Applicants for Payroll Protection Program Loan

**Section:** II. Action Items  
**Item:** A. Designation of Applicants for Payroll Protection Program Loan  
**Purpose:** Vote  
**Submitted by:** Wallace Wei  
**Related Material:**  
Paycheck-Protection-Program-Application-DRAFT.pdf  
CARES\_Act\_Payroll\_Protection\_Program\_U.S. CHAMBER OF COMMERCE.pdf

### BACKGROUND:

The Payroll Protection Program (PPP) loan program is part of the federal government's \$2.2 trillion stimulus package. Qualified, small businesses, including 501(c)(3) tax-exempt nonprofit organizations with fewer than 500 employees, can borrow up to 2.5 times the borrower's average monthly payroll costs. The loan cannot exceed \$10 million in two-year loans; as much as 100% of the loan amounts, and the interest, can be forgiven if used to cover payroll and other essential costs during the first two months. A borrower is eligible for loan forgiveness equal to the amount the borrower spent on the following items during the 8-week period beginning on the date of the origination of the loan: • Payroll costs • Interest on the mortgage obligation incurred in the ordinary course of business • Rent on a leasing agreement • Payments on utilities (electricity, gas, water, transportation, telephone, or internet) • For borrowers with tipped employees, additional wages paid to those employees. The amount of loan forgiveness calculated above is reduced if there is a reduction in the number of employees or a reduction of greater than 25% in wages paid to employees. Calculations for reduced forgiveness amounts can be found on the last page of the attached Chamber of Commerce small business guide "CARES\_Act\_Payroll\_Protection\_Program\_U.S. CHAMBER OF COMMERCE.PDF". The Interest rate on all PPP loans is 1.0% per year, and the maturity is two years. Borrowers will not have to make any payments for six months following the date of disbursement of the loan. There is no prepayment penalty. MWA's average monthly payroll cost is estimated to be about \$1.5M, and therefore is eligible for a loan amount of about \$3.75M (2.5 x average monthly payroll cost). The estimated forgiveness amount could be close to \$3M for MWA if approved.

### RECOMMENDATION:

Approve granting the Chief Executive Officer and the Chief Financial Officer with the authority to apply for and execute all documents needed to obtain the Payroll Protection Program loan.



### Paycheck Protection Program Borrower Application Form

OMB Control No.: 3245-0407  
Expiration Date: 09/30/2020

<b>Check One:</b> <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Independent contractor <input type="checkbox"/> Eligible self-employed individual <input type="checkbox"/> 501(c)(3) nonprofit <input type="checkbox"/> 501(c)(19) veterans organization <input type="checkbox"/> Tribal business (sec. 31(b)(2)(C) of Small Business Act) <input type="checkbox"/> Other	<b>DBA or Tradename if Applicable</b>				
<b>Business Legal Name</b>					
<b>Business Address</b>					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">Business TIN (EIN, SSN)</th> <th style="width: 40%;">Business Phone</th> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px; text-align: center;">(    )    -</td> </tr> </table>	Business TIN (EIN, SSN)	Business Phone		(    )    -
Business TIN (EIN, SSN)	Business Phone				
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">Primary Contact</th> <th style="width: 40%;">Email Address</th> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> </table>	Primary Contact	Email Address		
Primary Contact	Email Address				

Average Monthly Payroll:	\$	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$	Number of Employees:	
Purpose of the loan (select more than one): <input type="checkbox"/> Payroll <input type="checkbox"/> Lease / Mortgage Interest <input type="checkbox"/> Utilities <input type="checkbox"/> Other (explain): _____					

#### Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address

*If questions (1) or (2) below are answered "Yes," the loan will not be approved.*

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	<input type="checkbox"/>	<input type="checkbox"/>
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	<input type="checkbox"/>	<input type="checkbox"/>

*If questions (5) or (6) are answered "Yes," the loan will not be approved.*

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → _____	<input type="checkbox"/>	<input type="checkbox"/>
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → _____	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	<input type="checkbox"/>	<input type="checkbox"/>



### Paycheck Protection Program Borrower Application Form

**By Signing Below, You Make the Following Representations, Authorizations, and Certifications**

**CERTIFICATIONS AND AUTHORIZATIONS**

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

**CERTIFICATIONS**

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

\_\_\_\_\_ The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

\_\_\_\_\_ Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

\_\_\_\_\_ The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

\_\_\_\_\_ The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

\_\_\_\_\_ I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

\_\_\_\_\_ During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

\_\_\_\_\_ I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

\_\_\_\_\_ I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

\_\_\_\_\_  
Signature of Authorized Representative of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## Paycheck Protection Program Borrower Application Form

### **Purpose of this form:**

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

### **Instructions for completing this form:**

With respect to “purpose of the loan,” payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating “Average Monthly Payroll,” most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any “advance” under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as “principals”:

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

**Paperwork Reduction Act** – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

**Privacy Act (5 U.S.C. 552a)** – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person’s integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

**Disclosure of Information** – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain “routine uses” of information protected by that Act. One such routine use is the disclosure of information maintained in SBA’s system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies’ function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

**Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles)** – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

**Right to Financial Privacy Act of 1978 (12 U.S.C. 3401)** – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial



## Paycheck Protection Program Borrower Application Form

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

**Freedom of Information Act (5 U.S.C. 552)** – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

**Occupational Safety and Health Act (15 U.S.C. 651 et seq.)** – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

**Civil Rights (13 C.F.R. 112, 113, 117)** – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

**Equal Credit Opportunity Act (15 U.S.C. 1691)** – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

**Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700)** – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.



Prepared by the **U.S. CHAMBER OF COMMERCE**

# CORONAVIRUS EMERGENCY LOANS Small Business Guide and Checklist



The Coronavirus Aid, Relief, and Economic Security (CARES) Act allocated \$350 billion to help small businesses keep workers employed amid the pandemic and economic downturn. Known as the Paycheck Protection Program, the initiative provides 100% federally guaranteed loans to small businesses.

Importantly, these loans may be forgiven if borrowers maintain their payrolls during the crisis or restore their payrolls afterward.

The administration soon will release more details including the list of lenders offering loans under the program. In the meantime, the U.S. Chamber of Commerce has issued this guide to help small businesses and self-employed individuals prepare to file for a loan.

Here are the questions you may be asking—and what you need to know.

# 1 Am I ELIGIBLE?

## You are eligible if you are:

- A small business with fewer than 500 employees
- A small business that otherwise meets the SBA's size standard
- A 501(c)(3) with fewer than 500 employees
- An individual who operates as a sole proprietor
- An individual who operates as an independent contractor
- An individual who is self-employed who regularly carries on any trade or business
- A Tribal business concern that meets the SBA size standard
- A 501(c)(19) Veterans Organization that meets the SBA size standard

## In addition, some special rules may make you eligible:

- If you are in the accommodation and food services sector (NAICS 72), the 500-employee rule is applied on a per physical location basis
- If you are operating as a franchise or receive financial assistance from an approved Small Business Investment Company the normal affiliation rules do not apply

**REMEMBER:** The 500-employee threshold includes all employees: full-time, part-time, and any other status.

# 2 What will lenders be LOOKING FOR?

In evaluating eligibility, lenders are directed to consider whether the borrower was in operation before February 15, 2020 and had employees for whom they paid salaries and payroll taxes or paid independent contractors.

## Lenders will also ask you for a good faith certification that:

1. The uncertainty of current economic conditions makes the loan request necessary to support ongoing operations
2. The borrower will use the loan proceeds to retain workers and maintain payroll or make mortgage, lease, and utility payments
3. Borrower does not have an application pending for a loan duplicative of the purpose and amounts applied for here
4. From Feb. 15, 2020 to Dec. 31, 2020, the borrower has not received a loan duplicative of the purpose and amounts applied for here (Note: There is an opportunity to fold emergency loans made between Jan. 31, 2020 and the date this loan program becomes available into a new loan)

If you are an independent contractor, sole proprietor, or self-employed individual, lenders will also be looking for certain documents (final requirements will be announced by the government) such as payroll tax filings, Forms 1099-MISC, and income and expenses from the sole proprietorship.



## What lenders will NOT LOOK FOR

- That the borrower sought and was unable to obtain credit elsewhere.
- A personal guarantee is not required for the loan.
- No collateral is required for the loan.

# 3 How much can I BORROW?

Loans can be up to 2.5 x the borrower's average monthly payroll costs, not to exceed **\$10 million**.



## How do I calculate my average monthly PAYROLL COSTS?



### INCLUDED Payroll Cost:

- 1. For Employers:** The sum of payments of any compensation with respect to employees that is a:
  - salary, wage, commission, or similar compensation;
  - payment of cash tip or equivalent;
  - payment for vacation, parental, family, medical, or sick leave
  - allowance for dismissal or separation
  - payment required for the provisions of group health care benefits, including insurance premiums
  - payment of any retirement benefit
  - payment of state or local tax assessed on the compensation of the employee
- 2. For Sole Proprietors, Independent Contractors, and Self-Employed Individuals:** The sum of payments of any compensation to or income of a sole proprietor or independent contractor that is a wage, commission, income, net earnings from self-employment, or similar compensation and that is in an amount that is not more than \$100,000 in one year, as pro-rated for the covered period.

### EXCLUDED Payroll Cost:

1. Compensation of an individual employee in excess of an annual salary of \$100,000, as prorated for the period February 15, to June 30, 2020
2. Payroll taxes, railroad retirement taxes, and income taxes
3. Any compensation of an employee whose principal place of residence is outside of the United States
4. Qualified sick leave wages for which a credit is allowed under section 7001 of the Families First Coronavirus Response Act (Public Law 116–5 127); or qualified family leave wages for which a credit is allowed under section 7003 of the Families First Coronavirus Response Act

### NON SEASONAL EMPLOYERS:

**Maximum loan =**

2.5 X Average total monthly payroll costs incurred during the year prior to the loan date

**For businesses not operational in 2019:**

2.5 X Average total monthly payroll costs incurred for January and February 2020

### SEASONAL EMPLOYERS:

**Maximum loan =**

2.5 X Average total monthly payments for payroll costs for the 12-week period beginning February 15, 2019 or March 1, 2019 (decided by the loan recipient) and ending June 30, 2019

# 4 Will this loan be FORGIVEN?

Borrowers are eligible to have their loans forgiven.

## How Much?

A borrower is eligible for loan forgiveness equal to the amount the borrower spent on the following items during the 8-week period beginning on the date of the origination of the loan:

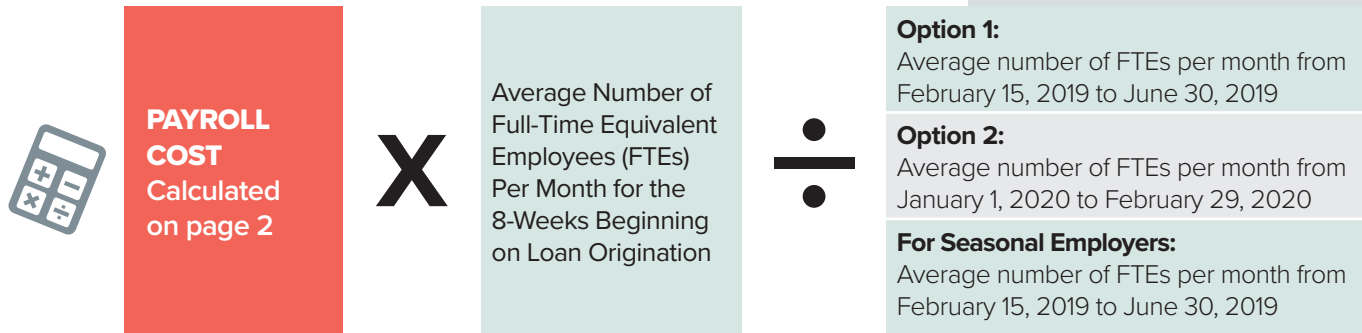
- Payroll costs (using the same definition of payroll costs used to determine loan eligibility)
- Interest on the mortgage obligation incurred in the ordinary course of business
- Rent on a leasing agreement
- Payments on utilities (electricity, gas, water, transportation, telephone, or internet)
- For borrowers with tipped employees, additional wages paid to those employees

The loan forgiveness cannot exceed the principal.

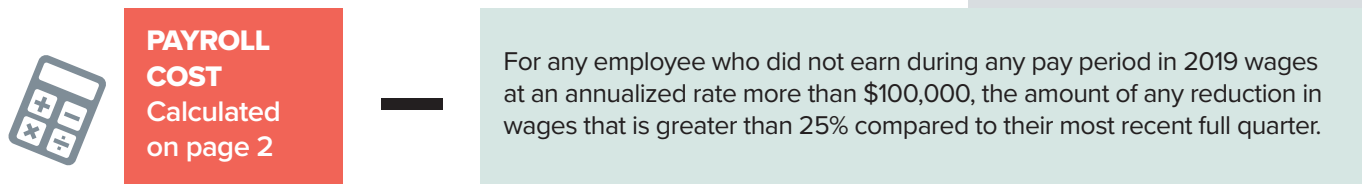
## How could the forgiveness be reduced?

The amount of loan forgiveness calculated above is reduced if there is a reduction in the number of employees or a reduction of greater than 25% in wages paid to employees. Specifically:

### Reduction based on reduction of number of employees



### Reduction based on reduction in salaries



## What if I bring back employees or restore wages?

Reductions in employment or wages that occur during the period beginning on February 15, 2020, and ending 30 days after enactment of the CARES Act, (as compared to February 15, 2020) shall not reduce the amount of loan forgiveness **IF** by June 30, 2020 the borrower eliminates the reduction in employees or reduction in wages.

# WHAT'S NEXT?

Look out for more information about eligible lenders and additional guidance from the SBA soon.

For more guidance and resources for small businesses, visit [uschamber.com/co](https://uschamber.com/co)

# Coversheet

## Internet Hotspots for Students

**Section:** II. Action Items  
**Item:** B. Internet Hotspots for Students  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Vendor Cost Comparison and Proposal for Internet Hotspots.pdf  
T-Mobile\_MWA\_Agreement.pdf

### BACKGROUND:

This proposal details a comparison of mobile service provider offerings for Internet hotspots that will be given to students who do not have Internet at home. The comparison assumes an estimate of a minimum of 140 and a maximum of 170 students that will need this service over the course of a year.

### RECOMMENDATION:

Based on a comparison of 4 mobile service providers, I recommend approving the T-Mobile agreement, which has the lowest initial and maximum annual cost of \$40,600. This will provide MWA with flexibility as we contend with the uncertainty of timing for the school closure.

## Vendor Cost Comparison and Proposal for Internet Hotspots

### Introduction:

This document summarizes a comparison of proposals for Internet hotspots from 4 different mobile service carriers. The comparison lists the startup, monthly, and overall cost for each carrier and my recommendation based on this information.

### Carriers and Cost:

	Start-up Costs	Monthly Costs	Contract Time Minimum	Other	Min Cost vs Max Cost over /12 months
T-Mobile	\$2,800	\$2,800 up to \$3,400	12 months	Allows flexibility on the initial # of devices ordered.	\$33,600/\$40,800K
Sprint	\$3,910	\$3,910	12 months	No flexibility on initial order.	\$46,920/\$46,920
Verizon	\$12,240	\$6,800	3 months	Too costly after 3 months.	\$25,840/\$87,040
Kajeet	\$12,319	\$12,319	4 months	Way too costly.	\$49,275/\$147,825

### Recommendation:

Based on the assumption that we will need to provide students with Internet access for up to a year, *T-Mobile is the most cost effective solution at a maximum \$40,800 annually.*

The T-Mobile contract is flexible and allows MWA to purchase the minimum number of devices we anticipate needing initially, and to add more devices if necessary before the end of the school year. Presently, we estimate the minimum number of devices at 140 devices and the maximum number is 170. Therefore, I propose we order 140 devices at \$2,800 per month initially, with the ability to add up to 170 total at \$3,400 monthly.

Given the current uncertainty surrounding the timeline for the school closure and when students will be able to safely return, I think there is a good possibility that MWA will need to provide mobile hotspots to students for longer than a 4 month period. Therefore, I recommend the T-Mobile proposal, which has the lowest initial and annual cost. This will provide MWA with flexibility as we contend with the uncertainty of timing for the school closure.

## T-Mobile for Education Covid-19 Agreement (Hotspot)

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below (“**Agreement Effective Date**”), is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and Making Waves Academy, a(n) California non-profit organization, with its principal place of business at 4123 Lakeside Drive, Richmond, CA 94806 (“**Customer**”).

**1. Term.** This Agreement term is (please check applicable term):

month-to-month; or  1 year of active paid service from the Agreement Effective Date (“Term”).

**2. Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by: Please check the correct agreement (“Master Agreement”)

- NASPO ValuePoint Contract No. MA176
- General Services Administration Contract Number GS35F0503M
- California Network and Telecommunications Program Contract c4-CVD-19-001-01
- Commonwealth of Massachusetts Contract ITT46
- State of New York Office of General Services Agreement Contract No. PS64727
- State of Ohio Department of Administrative Master Service Agreement MSA0039
- State of Texas Department of Information Resources Contract #DIR-TSO-3416
- [Other, please specify] \_\_\_\_\_

**3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:**

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy** 1-Year Term	Device Cost ** Month-to-Month Term
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	50% discount off a hotspot FRP (cost of hotspot before discount: \$84.00)	No subsidy/discount to Customer – full retail price for each device <i>+Additional one-time charge will apply for kitting and staging services</i>
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	Hotspot to be provided at no charge (cost of hotspot before subsidy: \$84)	No subsidy/discount to Customer – full retail price for each device <i>+Additional one-time charge will apply for kitting and staging services</i>

\*\*This free hotspot offer is subject to inventory availability;

\* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

+ Additional one-time charge for kitting/staging services will apply if opting for month-to-month term

**4. Total Order.** Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Total Monthly Billing for Services	If applicable, Total Costs for Device	Total Customer Commitment for Service and Device for the Term of the Agreement
170	<input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	\$0	\$3,400	\$40,800

5. (a) Requirements to qualify for Device Discount/Subsidy:

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least 12 months from the date of activation without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (e) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the 12-month Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) Device Discount/Subsidy on Customer’s Master Account. Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment. If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/12<sup>th</sup> of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

6. **Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

**T-Mobile/Contractor**

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	<a href="mailto:David.Bezzant@T-Mobile.com">David.Bezzant@T-Mobile.com</a>

**For Legal Notice – send a copy to:**

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

**Customer:**



Name of School/ Contact Name:	Making Waves Academy / Damon Edwards, Superintendent
Address:	4123 Lakeside Drive, Richmond, CA 94806
Telephone:	(510) 333-5830
Email:	dedwards@mwacademy.org

This Agreement is executed by each Party's authorized representative as of the Agreement Effective Date.

<b>Customer: Making Waves Academy</b>	<b>Contractor: T-Mobile USA, Inc.</b>
Signature:	Signature:
Printed Name: Damon Edwards	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative



NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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Master Agreement #: MA176-1

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **MAKING WAVES ACADEMY**

1.Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176-1) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

- Category 1: Cellular Wireless Services
- Category 2: Equipment and Accessories

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2** (unless indicated otherwise)

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **N/A**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

- This PA; and
- The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

6. *[intentionally omitted]*

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this



NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

## Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

## Participating Entity

Name:	Damon Edwards, Superintendent
Address:	4123 Lakeside Drive, Richmond, CSA 94806
Telephone:	510-333-5830
Fax:	
Email:	dedwards@mwacademy.org

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

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Making Waves Academy

NASPO PA – Nonprofit (040920\_jr)

Confidential and Proprietary



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**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

10. Offer/Pricing. Rate Plan pricing is attached to and incorporated in this PA as Exhibit A.

The parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: <b>Making Waves Academy</b>	Contractor: <b>T-Mobile USA, Inc.</b>
Signature:	Signature:
Printed Name: Damon Edwards	Printed Name:
Title: Superintendent	Title:
Date:	Date:
	Legal Approved by:  _____ T-Mobile USA, Inc. Legal Department

*[Additional signatures may be added if required by the Participating Entity]*

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio’s webpage at [www.naspovaluepoint.org](http://www.naspovaluepoint.org) or the NASPO ValuePoint team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).



NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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**EXHIBIT A  
RATE PLAN PRICING/OFFER**

Taxes and surcharges are not included in the listed prices below.

Government Unlimited Voice L1						
Rate Plan	Monthly Recurring Charge per line	Voice	Data	Monthly Recurring Charge per Add-a-line	Monthly Recurring Charge per line after 16% Discount	Device Subsidy/Line
Government Unlimited Voice L1	\$41	Unlimited	Unlimited	\$41	\$34.44	\$360

- A. Device Subsidy and Activation Credit.** Subject to the requirements in Section 1.1 below, during the Term of the Agreement, Customer is eligible to receive a one-time device subsidy per new line of Service activated under the Master Account if such customer selects an eligible T-Mobile Rate Plan listed above, and purchases a device from T-Mobile (“**Device Subsidy**”) for that new line of Service; and Customer may also receive a one-time activation credit of \$100 per line of Services activated under the Master Account (“**Activation Credit**”).

**1.1 Requirements to Qualify for Device Subsidy and Activation Credit.**

- (a) For the Device Subsidy and Activation Credit to be effective, Customer must purchase a device from T-Mobile with an activated line of Service on an eligible Rate Plan listed above, under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service that received the Device Subsidy (the “**Subsidy Term**”);
- (b) Customer agrees that they cannot change or move the lines of Service with a Device Subsidy to a Rate Plan with a lower monthly recurring charge during the Subsidy Term and if they do, Customer will reimburse T-Mobile for the Device Subsidy received, as set forth in Section 1.3 below;
- (c) Each line of Service and each device purchased must be activated in accordance with the terms of the Master Agreement;
- (d) This Device Subsidy or the Activation Credit cannot be combined with any other discount or promo offers;
- (e) Customer’s account must remain in good standing with T-Mobile to receive the Device Subsidy or the Activation Credit;
- (f) Customer cannot use T-Mobile’s Equipment Installment Program to purchase devices with this Device Subsidy or the Activation Credit;



NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

### **WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

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(g) Customer may upgrade the device after 20 months from the date of activation, once full payment of the outstanding amounts for the device, including repayment of the Device Subsidy received, as set forth in Section 1.3 below.

For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will be subject to repayment of the Device Subsidy or Activation Credit as set forth below.

**1.2 Device Subsidy or Activation Credit on Customer's Master Account.** Subject to the requirements in Section 1.1 above, T-Mobile will issue the Device Subsidy or Activation Credit when Customer submits an order to T-Mobile under its Master Account.

**1.3 Subsidy Term/Termination; Device Subsidy or Activation Credit Repayment.** If any line of Service that received a Device Subsidy or an Activation Credit is terminated or suspended (without reactivation) prior to the end of the Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Subsidy or the Activation Credit equal to 1/24<sup>th</sup> of the subsidy amount for each month remaining in the Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Subsidy or Activation Credit for each line of Service terminated before the end of the Subsidy Term on Customer's monthly bill.