



Making Waves Academy

June Board Meeting

Date and Time

Thursday June 18, 2020 at 11:00 AM PDT

Location

Join Zoom Meeting

<https://mwacademy.zoom.us/j/81266866026?pwd=M1RNWU5tOVNGNzdmdFhQZWV0TnpQdz09>

Meeting ID: 812 6686 6026

Password: mwaboard

One tap mobile

+16699006833,,81266866026#,,,0#,,464931# US (San Jose)

+12532158782,,81266866026#,,,0#,,464931# US (Tacoma)

Meeting ID: 812 6686 6026

Password: 464931

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 or 510-227-9856.

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
 - Comment on items not on the agenda
 - **Presentations are limited to two minutes each**, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- 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.
- **Speakers should submit a request to speak using one of the methods below:**
 - **To submit a request during the meeting:** *send a direct message through the chat function to Elizabeth Martinez before the beginning of public comment for general public comment and before board discussion commences following staff presentations. Speaker requests will not be accepted for an item once the board has begun their discussion.*
 - **To submit a request before the meeting:** *send an email to emartinez@mwacademy.org, please indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).*
- 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.

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 or 510-227-9856.

Please note that all agenda times are estimates.

[To access the agenda in Spanish Click Here](#)

[Oprima aquí para ver la agenda en Español](#)

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. Public Comment

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

Topics to be Covered:

- Virtual Ceremonies
- Leadership on Racial Inequities
- School Reopening
- June 24, 6:00 PM Meeting on for Family Engagement on Reopening

B. Mission Connection: The School Year in Reflection

Video reflections from faculty about the school year.

C. Deep Dive: School Reopening Plans

Discussion with: Alton B. Nelson Jr., Chief Executive Officer, Elizabeth Martinez, Chief of Staff, and Dr. Evangelia Ward-Jackson, Senior School Director about the school reopening scenarios that are currently under consideration. Board will provide input on school reopening scenarios.

D. Committee and Advisory Committee Updates

Committees and Advisory Committees will provide a summary of work-to-date and next steps for the committee.

- Committees
 - WASC Review
 - Curriculum Review
- Advisory Committees
 - Finance
 - Diversity and Inclusion
 - Audit
 - Climate & Culture

III. Non-Action Items

A. Audit Governance Letter

IV. Action Items

A. Board Minutes: May 21, 2020 Board Meeting

B. Accept Minutes for Committees and Advisory Committees

- Diversity, Equity and Inclusion Advisory Committee

Approve minutes for Diversity, Equity & Inclusion Advisory Committee Meeting on June 4, 2020

C. Revision to Board Policy 5

Board policy was revised to delete an incorrect reference to a sole statutory member and update procedures to reflect the use of BoardOnTrack as an integrated board management portal.

D. RT Fisher Renewal

Fiscal Impact: \$217,566

E. Fruge Psychological Associates Renewal

Fiscal Impact: \$390,076, and for upper school, is not to exceed \$326,136, Total: \$716,212

F. Teaching Well Agreement

Fiscal Impact: \$56,047

G. 2020-21 CharterSafe Insurance Renewal

Fiscal Impact: \$354,027

H. Dell Staff Laptop Replacement

Fiscal Impact: \$249,268.34

I. Pacheco's Cleaning

Fiscal Impact: \$540,600

J. Michael's Transportation

Fiscal Impact: \$565,970.

K. Designation of North Coast Section, CIF Representatives to the League

Designation of the following MWA staff members as representatives:

- Alton B. Nelson Jr.

- Evangelia Ward-Jackson
- Jeff Hazel
- Alonso Rivera

L. CEO 2020-2021 Contract

V. Consent Action Items

Combined Fiscal Impact: \$164,383.69

A. PowerSchool Renewal

Fiscal Impact: \$16,696.45

B. SchoolMint Renewal

Fiscal Impact: \$10,164.72

C. ANet

Fiscal Impact: \$62,600.00

D. Instructure Renewal

Fiscal Impact: \$14,945.00

E. Securly

Fiscal Impact: \$7,230.52

F. Renaissance Place Schoolzilla and Accelerated Reader

Fiscal Impact: \$24,867.00

G. APEX

Fiscal Impact: \$12,000.00

H. PDPglobal Renewal

Fiscal Impact: \$5,800

I. 15Five Renewal

Fiscal Impact: \$10,080

VI. Discussion Items

A. Appreciations by the Board of Directors

As provided for in the State of California Open Meeting Act, actions cannot be taken under this agenda item. The only purpose of this agenda item is to provide an opportunity for Board of Directors to make comments.

VII. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

Regular Board Meeting Schedule for 2020-2021

- September 10, 2020
- October 15, 2020
- December 10, 2020
- February 4, 2021
- March 18, 2021
- May 6, 2021
- June 17, 2021

B. Adjourn Meeting

Coversheet

Mission Connection: The School Year in Reflection

Section: II. Standing Reports
Item: B. Mission Connection: The School Year in Reflection
Purpose: FYI
Submitted by: Evangelia Ward-Jackson

BACKGROUND:

Three MWA Faculty members will share reflections of SY 19-20 with the Board by way of video presentation: Ms. Caul: US Science Teacher Ms. Martin-Chen: MS Math Teacher Ms. Harper-Cotton: Humanities Lead Teacher (MWA Founding Teacher)

Coversheet

Audit Governance Letter

Section: III. Non-Action Items
Item: A. Audit Governance Letter
Purpose: FYI
Submitted by: Wallace Wei
Related Material: MWA Governance Letter.pdf

BACKGROUND:

This letter is an AICPA (American Institute of CPAs) required communication letter for all financial statement audits. The purpose of the letter is to communicate to those charged with governance, such as the Board of Directors, the scope of audit procedures performed, timelines, deadlines and responsibility of the auditor.

RECOMMENDATION:

This communication is intended solely for the information of the Board of Directors and management of Making Waves Academy.



CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

To the Board and Management of
Making Waves Academy

We are engaged to audit the financial statements of Making Waves Academy as of and for the year ended June 30, 2020. Professional standards require that we communicate to you the following information related to our audit. We ask that if you have any questions or need clarification you email either Wade.McMullen@claconnect.com, Derrick.Debruyne@claconnect.com or Lili.Huang@claconnect.com, since a two-way dialogue can provide valuable information for the audit process.

Timelines and Deadlines

Audit reports must be filed with the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by **December 15th** of each year.

We request that basic financial information (**trial balance and general ledger as of June 30, 2020 and general ledger for the next fiscal year**) be transmitted to us no later than **October 1st**.

In order to file the report on or before the December 15 state deadline, **all audit information requests made prior to October 25th should be received no later than October 31st**. This will allow us the time needed to complete the audit and submit our working-papers to our national assurance quality control team.

If a *significant amount* of the audit information requests are not received by the specified date, we will send a letter to Board and Management specifying the extent of outstanding information and possibly recommend notifying Making Waves Academy's authorizer that an audit report filing extension to **January 15th** is needed. The decision to apply for this extension is solely the responsibility of Making Waves Academy's Board and Management.

Our responsibility under Auditing Standards Generally Accepted in the United States of America

Our responsibilities, as described by professional standards, are as follows:

- Forming and expressing an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.
- Considering, as part of planning and performing our audit, the entity's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.
- Planning and performing the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements as a whole are free from material misstatement.
- Performing, as part of obtaining reasonable assurance about whether the entity's financial statements are free of material misstatement, tests of the entity's compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit.

- Communicating significant matters related to the financial statement audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.
- Communicating matters required by law, regulation, agreement, or other requirements.
- Communicating any matters relevant to compliance with the *California State K-12 Audit Guide*.

Our audit of the financial statements does not relieve you or management of your responsibilities.

We gave significant consideration to assisting management with the preparation of the financial statements to be provided, which may reasonably be thought to bear on independence, in reaching the conclusion that independence has not been impaired.

Our responsibility for other supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the information to determine whether the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document. Our responsibility for other information in documents containing the entity's financial statements and our auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in such documents. We are required by professional standards to read the other information in order to identify material inconsistencies between the audited financial statements and the other information because the credibility of the audited financial statements and our report may be undermined by material inconsistencies between the audited financial statements and other information.

Planned scope and timing of the audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit of the financial statements will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit.

However, some matters may be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Our responsibility under Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

If we determine that Making Waves Academy has expended more than \$750,000 in federal funds during the course of the year being audited, the additional following responsibilities apply:

Our responsibilities, as described by professional standards, are as follows:

- Considering internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- Examining, in accordance with the Uniform Guidance on a test basis, evidence about the entity’s compliance with the types of compliance requirements described in the “U.S. Office of Management and Budget (OMB) Compliance Supplement” applicable to each of its major federal programs for the purpose of expressing an opinion on the entity’s compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the entity’s compliance with those requirements.

Our responsibility for the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the SEFA in relation to the financial statements as a whole and to report on whether the SEFA is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the SEFA to determine whether the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We expect to begin our audit in the Spring and issue our report no later than December 15th.

Other planning matters

Recognizing the importance of two-way communication, we encourage you to provide us with information you consider relevant to the audit. This may include, but is not limited to, the following items:

- Your views about the following matters:
 - The appropriate person(s) in the entity's governance structure with whom we should communicate.
 - The allocation of responsibilities between those charged with governance and management.

- The entity's objectives and strategies and the related business risks that may result in material misstatements.
- Matters you believe warrant particular attention during the audit and any areas for which you request additional procedures to be undertaken.
- Significant communications with regulators.
- Other matters you believe are relevant to the audit of the financial statements.
- The attitudes, awareness, and actions of those charged with governance concerning (a) the entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control, and (b) the detection or the possibility of fraud.
- The actions of those charged with governance in response to developments in law, accounting standards, corporate governance practices, and other related matters.
- The actions of those charged with governance in response to previous communications with the auditor.
- Your understanding of the risks of fraud and the controls in place to prevent and detect fraud, including your views on the following matters:
 - The “tone at the top” conveyed by management.
 - The risk that the entity’s financial statements or schedule of expenditures of federal awards might be materially misstated due to fraud.
 - Programs and controls that the entity has established to mitigate identified fraud risks or that otherwise help to prevent, deter, and detect fraud.
 - How and how often you review the entity’s policies on fraud prevention and detection.
 - If a fraud hotline is in place, how it is monitored and how you are notified of allegations or concerns.
 - How you exercise oversight of management’s processes for identifying and responding to the risks of fraud and the programs and controls management has established to mitigate those risks.
 - The risks of fraud at the entity, including any specific fraud risks the entity has identified or account balances, classes of transactions, or disclosures for which a risk of fraud may be likely to exist.
 - Examples of fraud-related discussions management has had with you.
 - Any actual or suspected fraud affecting the entity or its federal award programs that you are aware of, including measures taken to address the fraud.

- Any allegations of fraud (e.g., received in communications from employees, former employees, analysts, regulators, grantors, or others) that you are aware of.
- Any knowledge of possible or actual policy violations or abuses of broad programs and controls occurring during the period being audited or the subsequent period.
- Any accounting policies or procedures applied to smooth earnings, meet debt covenants, minimize taxes, or achieve budget, bonus, or other financial targets that you are aware of; and whether you are aware of any accounting policies that you consider aggressive.
- How you oversee the entity's (1) compliance with laws, regulations, and provisions of contracts and grant agreements (2) policies relative to the prevention of noncompliance and illegal acts, and (3) use of directives (for example, a code of ethics) and periodic representations obtained from management-level employees about compliance with laws, regulations, and provisions of contracts and grant agreements.
- Whether you are aware of any noncompliance with laws, regulations, contracts, and grant agreements, including measures taken to address the noncompliance.
- If the entity uses a service organization, your knowledge of any fraud, noncompliance, or uncorrected misstatements affecting the entity's financial statements or federal award programs reported by the service organization or otherwise known to you.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of Making Waves Academy and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

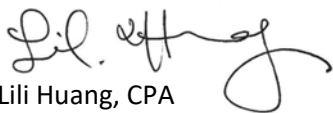
CliftonLarsonAllen LLP



Wade McMullen, CPA
Principal
626-857-7300
Wade.McMullen@claconnect.com



Derrick DeBruyne, CFE, CPA
Principal
626-857-7300
Derrick.DeBruyne@claconnect.com



Lili Huang, CPA
Principal
626-857-7300
Lili.Huang@claconnect.com

Coversheet

Board Minutes: May 21, 2020 Board Meeting

Section: IV. Action Items
Item: A. Board Minutes: May 21, 2020 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for May MWA Board Meeting on May 21, 2020

APPROVED



Making Waves Academy

Minutes

May MWA Board Meeting

Date and Time

Thursday May 21, 2020 at 4:30 PM

Location

You can join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/MWABoard>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 967-255-093

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 or 510-227-9856.

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
 - Comment on items not on the agenda
-

- **Presentations are limited to two minutes each**, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- 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.
- **Speakers should submit a request to speak using one of the methods below:**
 - **To submit a request during the meeting:** *send a direct message through the chat function to Elizabeth Martinez before the beginning of public comment for general public comment and before board discussion commences following staff presentations. Speaker requests will not be accepted for an item once the board has begun their discussion.*
 - **To submit a request before the meeting:** *send an email to emartinez@mwacademy.org, please indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).*
- 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.

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 or 510-227-9856.

Please note that all agenda times are estimates.

[To Access the Agenda in Spanish CLICK HERE](#)

[Para ver la agenda en Espanol oprima aqui](#)

Directors Present

Alicia Klein (remote), Burak Gursel (remote), Esther Hugo (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote), Maricela Navarro (remote)

Directors Absent

Daryle Morgan

Guests Present

Alton B. Nelson Jr. (remote), Damon Edwards, Elizabeth Martinez, Evangelia Ward-Jackson (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday May 21, 2020 at 4:35 PM.

B. Record Attendance and Guests

C. Public Comment

No public comment was made.

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

Board President acknowledged school's response to the pandemic.

B. Q & A on Associated Student Body Report

Board engaged in Q & A with Associated Student Body (ASB) Vice President who shared successes and challenges.

ASB is conducting some of their activities virtually including spirit week.

C. Mission Connection: Meal Distribution Panel

Board engaged in Q & A with a panel of staff members who are supporting meal distribution.

Panel discussed the ways in which their role has changed to support students ad families during the campus closure.

Board thanked the staff members for their service in providing meals during the campus closure.

D. Deep Dive: Distance Learning

Board engaged in Q & A with a panel of parents, students, and faculty.

Panel shared their experience with distance learning during the campus closure.

E. Q & A on Senior School Director Written Report

Board asked questions regarding the school report.

- Directors of Curriculum and Instruction answered questions regarding distance learning data.
- Deans of Students answered questions regarding socio-emotional support.

F. Q & A on CEO Written Report

Board asked questions regarding the CEO's written report.

G. Q&A on Finance Written Report

Chief Financial Officer, Wallace Wei, provided an overview of the impact of the CA Governor's May revise on the MWA 2020-2021 budget.

Board asked questions regarding the finance written report.

H. Committee and Advisory Committee Updates

The Diversity, Equity, and Inclusion Committee as well as the Culture & Climate Committee provided updates to the board.

I. School Site Council Update

No update was given.

III. Non-Action Items

A. Curriculum Review Advisory Committee Presentation

Board member, Esther Hugo, provided a summary of the spring Curriculum Review Advisory Committee.

B. Talent Team Update

Board asked questions regarding the written Talent Team report which recapitulated the spring recruiting season.

IV. Action Items

A. Board Minutes: March 19, 2020 Board Meeting

Burak Gursel made a motion to approve the minutes from March MWA Board Meeting on 03-19-20.

Esther Hugo seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Alicia Klein Aye
Margaret Watson Aye
Layla Naranjo Aye
Jessica Laughlin Aye
Burak Gursel Aye
Daryle Morgan Absent
Esther Hugo Aye
Maricela Navarro Aye

B. Accept Minutes for Committees and Advisory Committees

Maricela Navarro made a motion to approve the minutes from Finance Advisory Committee on 04-30-20.

Margaret Watson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Layla Naranjo Aye
Maricela Navarro Aye
Jessica Laughlin Aye
Alicia Klein Aye
Esther Hugo Aye
Daryle Morgan Absent
Margaret Watson Aye
Burak Gursel Aye

C. Board Minutes: Special Board Meetings

Maricela Navarro made a motion to approve.

Margaret Watson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Burak Gursel Aye
Alicia Klein Aye
Jessica Laughlin Aye
Maricela Navarro Aye
Layla Naranjo Aye
Margaret Watson Aye
Esther Hugo Aye
Daryle Morgan Absent

D.

FY 2020-2021 Budget

Burak Gursel made a motion to approve.

Esther Hugo seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Burak Gursel Aye
Maricela Navarro Aye
Layla Naranjo Aye
Alicia Klein Aye
Daryle Morgan Absent
Esther Hugo Aye
Jessica Laughlin Aye
Margaret Watson Aye

E. LCAP Operations Update

Jessica Laughlin made a motion to accept the LCAP Operations Update.

Burak Gursel seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Daryle Morgan Absent
Alicia Klein Aye
Esther Hugo Aye
Jessica Laughlin Aye
Burak Gursel Aye
Margaret Watson Aye
Layla Naranjo Aye
Maricela Navarro Aye

F. 2020-2021 Student-Parent/Guardian Handbook

Jessica Laughlin made a motion to approve.

Esther Hugo seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Alicia Klein Aye
Margaret Watson Aye
Layla Naranjo Aye
Esther Hugo Aye
Maricela Navarro Aye
Burak Gursel Aye
Daryle Morgan Absent
Jessica Laughlin Aye

G. 2020-2021 Employee Handbook

Alicia Klein made a motion to approve.
Esther Hugo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Alicia Klein	Aye
Esther Hugo	Aye
Burak Gursel	Aye
Margaret Watson	Aye
Jessica Laughlin	Aye
Daryle Morgan	Absent
Layla Naranjo	Aye
Maricela Navarro	Aye

H. Revision to Board Policy 5

Item was pulled from the agenda.

I. Instructional Minutes 2020-2021

Jessica Laughlin made a motion to approve.
Burak Gursel seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Alicia Klein	Aye
Burak Gursel	Aye
Layla Naranjo	Aye
Margaret Watson	Aye
Maricela Navarro	Aye
Esther Hugo	Aye
Jessica Laughlin	Aye
Daryle Morgan	Absent

J. Bell Schedules (2020-2021)

Esther Hugo made a motion to approve.
Jessica Laughlin seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Maricela Navarro	Aye
Esther Hugo	Aye
Margaret Watson	Aye
Alicia Klein	Aye
Daryle Morgan	Absent
Jessica Laughlin	Aye
Burak Gursel	Aye
Layla Naranjo	Aye

K. Academic Calendar 2020-2021

Maricela Navarro made a motion to approve.

Burak Gursel seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Esther Hugo	Aye
Alicia Klein	Aye
Burak Gursel	Aye
Daryle Morgan	Absent
Maricela Navarro	Aye
Jessica Laughlin	Aye
Layla Naranjo	Aye
Margaret Watson	Aye

L. Nob Hill Catering, Inc. Renewal

Margaret Watson made a motion to approve.

Jessica Laughlin seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Margaret Watson	Aye
Jessica Laughlin	Aye
Esther Hugo	Aye
Burak Gursel	Aye
Maricela Navarro	Aye
Layla Naranjo	Aye
Alicia Klein	Aye
Daryle Morgan	Absent

M. iXL Contract

Maricela Navarro made a motion to approve.

Esther Hugo seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Burak Gursel	Aye
Maricela Navarro	Aye
Esther Hugo	Aye
Alicia Klein	Aye
Margaret Watson	Aye
Jessica Laughlin	Aye
Layla Naranjo	Aye
Daryle Morgan	Absent

N.

Student Technology Acceptable Use Policy

Burak Gursel made a motion to approve.

Jessica Laughlin seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Daryle Morgan	Absent
Maricela Navarro	Aye
Alicia Klein	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Layla Naranjo	Aye

O. Policy on Chromebook Insurance

Margaret Watson made a motion to approve.

Jessica Laughlin seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Alicia Klein	Aye
Esther Hugo	Aye
Margaret Watson	Aye
Daryle Morgan	Absent
Layla Naranjo	Aye
Jessica Laughlin	Aye
Maricela Navarro	Aye
Burak Gursel	Aye

P. Anchor Solutions Renewal

Margaret Watson made a motion to approve.

Burak Gursel seconded the motion.

Director of Special Education is to send rate sheets to the board members.

The board **VOTED** to approve the motion.

Roll Call

Layla Naranjo	Aye
Esther Hugo	Aye
Daryle Morgan	Absent
Maricela Navarro	Aye
Jessica Laughlin	Aye
Alicia Klein	Aye
Margaret Watson	Aye
Burak Gursel	Aye

V. Consent Action Items

A. Vote

Maricela Navarro made a motion to approve the consent items.

Burak Gursel seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Alicia Klein	Aye
Burak Gursel	Aye
Maricela Navarro	Aye
Esther Hugo	Aye
Layla Naranjo	Aye
Margaret Watson	Aye
Jessica Laughlin	Aye
Daryle Morgan	Absent

B. CCCOE Teacher Induction Program MOU

C. Teach for America (TFA) Memorandum of Understanding Renewal

D. Master Contract Renewal: 2020-2021 SPED Services

E. Speech Pathology Group (SPG) Renewal

F. Arthur J. Gallagher - 2020-21 Catastrophic Student Accident Insurance Renewal

G. LBM Business Services Renewal

H. Gaggle Renewal

I. OKTA Renewal

J. Cisco Renewal

K. SolarWinds Service Desk Renewal

L. Altura Renewal

M. Vendor Invoices (Nov 2018-Apr 2019)

VI. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

Next board meeting will be held on June 18th, 2020 from 11:00 am - 1:00 pm

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:15 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Accept Minutes for Committees and Advisory Committees

Section: IV. Action Items
Item: B. Accept Minutes for Committees and Advisory Committees
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Diversity, Equity & Inclusion Advisory Committee Meeting on June 4, 2020

APPROVED



Making Waves Academy

Minutes

Diversity, Equity & Inclusion Advisory Committee Meeting

Date and Time

Thursday June 4, 2020 at 9:00 AM

Location

Join Zoom Meeting

<https://zoom.us/j/93871646820?pwd=VnE1bU91VTRnWWh3TVpjL2F2VWpZQT09>

Meeting ID: 938 7164 6820

Password: 757852

One tap mobile

+14086380968,,93871646820# US (San Jose)

+16699006833,,93871646820# US (San Jose)

If you have questions about the 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 or 510-227-9856.

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

Public Comment

- The public may address the committee 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 two minutes each**, or a total of 10 minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, committee members may listen to comments, but can neither discuss nor take action on the topics presented. Members are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- **Speakers should submit a request to speak using one of the methods below:**
 - **To submit a request during the meeting:** send a direct message through the chat function to Elizabeth Martinez before the beginning of public comment for general public comment and before board /staff discussion commences. Speaker requests will not be accepted for an item once the committee has begun their discussion.
 - **To submit a request before the meeting:** send an email to emartinez@mwacademy.org, please indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).
- 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.

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 or 510-227-9856.

Please note that all agenda times are estimates.

Committee Members Present

Alton B. Nelson Jr. (remote)

Committee Members Absent

Jessica Laughlin

Guests Present

Danilo Garcia, Elizabeth Martinez (remote), Michelle Chan

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Alton B. Nelson Jr. called a meeting of the Diversity, Equity & Inclusion Advisory Committee of Making Waves Academy to order on Thursday Jun 4, 2020 at 9:10 AM.

C. Public Comment

No public comment was made.

II. Committee Items

A. Check In

Committee participated in a check-in exercise.

B. Review Notes and Action Items from the Last Meeting

Committee reviewed the notes and action items from the last meeting.

C. Planning for 2020-2021

Group discussed the role of the committee and the proposal for diversity, equity and inclusion work set to begin in the fall.

III. Closing Items

A. Prepare for Upcoming Board Meeting

Board materials are due to the Chief of Staff no later than June 10th, 2020.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:00 AM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Revision to Board Policy 5

Section: IV. Action Items
Item: C. Revision to Board Policy 5
Purpose: Vote
Submitted by:
Related Material:
Board Policy 5 - School Board Meetings - Brown Act Compliance_Clean.docx

SCHOOL BOARD MEETINGS – BROWN ACT COMPLIANCE

I. TYPES OF MEETINGS - COMPLIANCE WITH BROWN ACT

All meetings of the Board of Directors of Making Waves Academy (“Board”) and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (“Brown Act”), Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code.

A. Regular Meetings

Regular meetings of the Board, including annual meetings, shall be held at least four times a year at such times and places as may, from time to time, be fixed by the Board. At least 72 hours before a regular meeting, the Board or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting in accordance with law, shall be considered regular Board meetings. Subcommittees created by formal action or resolution of the Board are subject to the Brown Act.

Meetings shall normally be held at the principal location of Making Waves Academy. The Board may also designate that a meeting be held at any place within the granting agency’s boundaries designated in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Brown Act, as said chapter may be modified by subsequent legislation.

B. Special Meetings

Special meetings of the Board for any purpose may be called at any time by the President of the Board, or by a majority of the Board. The party calling a special meeting shall determine the place, date, and time thereof. The Board may periodically (normally once every two years) meet at a location outside the granting agency’s boundaries for informal discussion of matters of mutual interest regarding the Making Waves organization (“Joint Board Retreat”). No formal Board actions will be taken or decisions made at any Joint Board Retreat.

C. Emergency Meetings

Emergency meetings may be called by a Board majority when an emergency situation arises involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities in accordance with law.

D. Teleconference Meetings

Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the school district in which Making Waves Academy operates;
- All votes taken during a teleconference meeting shall be by roll call;
- If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location;
- The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

II. Notification of Meetings

A. Regular and Special Meetings

Notice of the time and place of meetings, along with the agenda containing a brief general description of each item of business to be transacted or discussed at the meeting and supporting documentation, will be publicly posted on the website via An integrated board management platform not later than 72 hours prior to a regular meeting, and not later than 24 hours prior to a special meeting. The notice and agenda will also be posted in a location that is freely accessible to members of the public not later than 72 hours prior to a regular meeting, and not later than 24 hours prior to a special meeting. It is the responsibility of the Chief of Staff to provide notice and copies of the agenda and supporting documentation for both regular and special meetings.

B. Emergency Meetings

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, notice to the Board will be provided as soon as is reasonably practicable under the circumstances. All media outlets that have requested notice of special meetings shall be notified one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Board members are notified of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided by the media outlet in the request for notice shall be exhausted. If telephones are not working, the notice requirement is waived and the media shall be notified of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

III. Conduct of Board Meetings

A. Open Session

All regular, special and emergency meetings of the Board shall be open to the public and the media, except Closed Sessions as authorized by law.

B. Public Participation at Meetings

Requests to address the Board: Individuals seeking to address the Board on an item on the agenda or during time allocated for public comment shall complete the card, "Public Comment Card" (located in the board meeting room), and give it to the Board Secretary, or his/her designee, prior to the beginning of public comment for general public comment and before Board discussion commences following staff presentations. .

Public comment generally: At a regular meeting, any person may address the Board concerning any item on the agenda and any other matters under the Board's jurisdiction. At a special meeting, any person may address the Board only concerning the items on the agenda. The total time for presentations to the Board on all public comments (including agenda items and non-agenda items at regular meetings) shall not exceed 20 minutes, unless the Board grants additional time. Individual presentations will normally be limited to three minutes each, though the President of the Board may grant up to five minutes. All public comment concerning all matters shall be heard immediately after the meeting is called to order and before the Board's formal discussion of the agenda topics and consideration of action.

Limits on public comment: The President may curtail individual presentations if repetitive of points raised by others. Any person who, while addressing the Board, makes impertinent, slanderous or profane remarks to any Board member, staff or general public, who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of any Board meeting shall,

at the discretion of the President, be barred from further audience before the Board during that meeting.

In the event that any meeting is interrupted by a group(s) of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other media, if not participating in the disturbance, shall be allowed to attend any such session.

Recording and/or broadcasting of meeting: Persons attending an open meeting have the right to record or broadcast the proceedings with audio or video equipment unless the Board reasonably finds that the recording or broadcast cannot continue without noise, illumination or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

C. Board Members at Meetings

Limits on Board discussion and action: For regular meetings, no action or discussion shall be taken on any item not appearing on the posted agenda, except as provided below, and further except that Board members may briefly respond to statements made or questions posed by persons during public comment regarding off-agenda topics. For special meetings, no action or discussion shall be taken on any item not appearing on the posted agenda.

Exceptions in regular meetings: In regular meetings, the Board may take action on items of business not appearing on the posted agenda if any of the following conditions apply: 1) A majority of the Board determines that an emergency situation exists (as defined in the Government Code); 2) A determination by a two-thirds vote of the Board members present at the meeting, or if less than two-thirds are present, a unanimous vote of those Board members present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda was posted; or 3) The item was properly posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item and, at the prior meeting, the item was continued to the meeting at which action is being taken.

Closed session: Prior to holding any closed session, the Board shall disclose, in an open meeting, the item(s) to be discussed in the closed session. The disclosure may take the form of a reference to the item(s) as they are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement.

After any closed session, the Board shall reconvene into open session prior to adjournment and make a report of any action taken in closed session and the vote or abstention of every Board member present thereon in accordance with Government Code section 54957.1.

D. Minutes of Board Meetings

Open session meetings: The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. In the event that Board members are participating via teleconferencing, all votes during the meeting shall be by roll call and will be reflected in the minutes. The open session minutes shall also record all resolutions, the recommendations of the management team, and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public.

The original copy of the open session minutes shall be posted on the website via An integrated board management platform, signed electronically by the Secretary of the Board or their designee, together with copies of resolutions and any other documents determined by the Board to be attached to the official minutes.. The folder of minutes for open session meetings is a public record. In addition to the official minutes, a binder of all minutes and and attached documents shall be maintained by the Secretary of the Board, or their designee.

Closed session meetings: The Board Secretary or his/her designee shall keep a record of topics discussed and decisions made at the meeting. The minutes for closed session is not a public record subject to inspection and shall be kept confidential.

Minutes for Emergency Meetings: Any time an emergency meeting is held, the minutes must provide a list of persons who were notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting. The minutes will be posted on the website via An integrated board management platform as soon after the meeting as possible.

IV. Quorum Requirements

A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

V. Continuances and Adjournment

A. Continuances

Items appearing on agendas for regular meetings may be continued to another meeting, to be held within five calendar days from the date of the originally posted meeting, without triggering the requirement that the agenda item be re- posted with the requisite notice.

B. Adjournment

The Board may adjourn any regular or special meeting to a time and place specified in an order of adjournment.

Coversheet

RT Fisher Renewal

Section: IV. Action Items
Item: D. RT Fisher Renewal
Purpose: Vote
Submitted by: Evangelia Ward-Jackson
Related Material: RTF_MWA 2020-21 MOU 6_2_20.pdf
MWA Extended Contract Exhibits 2020-21 05_29_20.pdf
RT Fisher COI MWA 6-03-2020.pdf

BACKGROUND:

RTFisher has provided educational support services to MWA for over a decade. Each year the nature of presence and consultancy from RTFisher decreases and/or shifts based on the instructional and capacity support needs of our faculty and key leaders. This year the scope of RTFishers work will be on Black/African American Student Achievement Initiative (BAASAI) professional development and capacity building, as well as continued Teacher Leader capacity building and math professional development and instructional support. Additionally, RTFisher will evaluation and provide consultancy for our Academic Intervention Services (AIS) program components as we shift to a more aligned, compliant, and results driven intervention approach using the Multi-Tiered Support Services (MTSS) and Response to Intervention and instruction (RTI2) state frameworks. RTFisher has maintained services during distance learning, and we are confident that RTFisher will be able to provide these critical services in each Fall Reopen scenario being considered.

RECOMMENDATION:

I recommend that the Board approved the RTFisher MOU and budget agreement that is not to exceed \$217,566.



Memorandum of Understanding

Between
R.T. Fisher Educational Enterprises, Inc.
and
Making Waves Academy

for the term of:
July 1, 2020 – June 30, 2021

This Independent Contractor Services Agreement (“Agreement”) is made by and between and R.T. Fisher Educational Enterprises, Inc. (“RTF”), a California corporation and Making Waves Academy (“MWA”) a public California educational institution.

RECITALS

A. RTF is in the business of, and has considerable expertise in providing educational support services programs and activities. MWA desires to engage RTF, and RTF desires to be engaged, to provide instructional and capacity building support services to the extent and on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

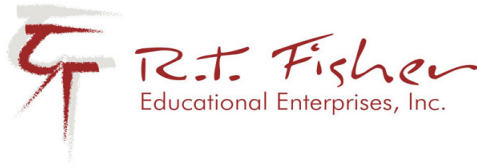
AGREEMENT

1. Term of Agreement. The term of this Agreement shall commence as of July 1, 2020 (“Effective Date”), and continue until June 30, 2021 (“Term”), unless earlier terminated as provided in **Section 10**.

2. Project Management and Responsibilities. The specific services to be provided by RTF and the respective roles and responsibilities of each of the Parties, commencing on the Effective Date, are specified in Attachments **Exhibits A-D**.

3. Compensation; Payment Terms.

(a) As compensation to RTF for the services performed under this Agreement, MWA shall pay RTF a total of \$217,566.00 as detailed in **Attachment Exhibit A**. For the purpose of this Section 4(a), “Administrative Costs” shall mean any cost, direct or indirect, that supports the implementation of the contracted services. Direct costs typically include salary costs related to preparing meeting materials and monitoring activities. Indirect costs typically include expenses for general administration of the services (personnel, payroll, accounting, procurement, data processing, etc.).



- (b) Beginning July 1, 2020 and the first of every month thereafter until June 1, 2021, RTF shall provide invoices addressed to Making Waves Academy in the amount of \$18,130.50.
- (c) Each invoice shall include the following information:
 - (i) Days/dates of service
 - (ii) Description of services
 - (iii) Any additional data required by MWA

MWA shall pay RTF all undisputed amounts due under the invoice within thirty (30) business days of its receipt of each such invoice.

4. Personnel; Fingerprinting.

- (a) All personnel performing services on behalf of RTF shall be compensated directly by RTF as RTF's employees or subcontractors, as applicable. All personnel performing responsibilities on behalf of MWA shall be compensated directly by MWA as MWA's employees or subcontractors, as applicable.
- (b) By execution of this Agreement, RTF and MWA acknowledge that California Education Code Section 45125.1 ("Section 45125.1") applies to the outlined consulting and development. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check.
- (c) RTF expressly acknowledges and agrees that: (i) RTF and all of RTF's employees and contractors working with students must submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Section 45125.1; (ii) RTF shall not permit any employee or contractor to come in contact with students until the Department of Justice had ascertained that the employee or contractor has not been convicted of a serious or violent felony; (iii) RTF shall certify in writing to MWA that none of its employees or contractors who may come in contact with students have been convicted of a serious or violent felony; and (iv) RTF shall provide MWA a list of names of its employees who may come in contact with students. RTF shall fulfill these requirements at its own expense.
- (d) RTF expressly acknowledges and agrees that all staff or volunteers who may come in direct contact with students participating in the Program shall meet all health screening requirements of MWA. RTF shall provide proof of health screening to the MWA before permitting supervision by any staff or volunteer.

5. Insurance. RTF shall maintain at its own cost and expense policies of comprehensive liability insurance and property damage insurance coverage as set forth below. The Parties agree that RTF and its officers, agents, employees and representatives shall be



specifically named in any and all such policies of insurance as additional named insureds. Any and all policies of insurance maintained by MWA pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by RTF and/or its officers, agents, employees and representatives. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that RTF's policy should have an exclusion for sexual molestation or abuse claims, then RTF shall be required to procure a supplemental policy providing such coverage

(i) Worker's Compensation.

(ii) General Liability and Property Insurance: Comprehensive general liability coverage shall be in the amount of not less than five (5) million dollars – occurrence based. Property coverage shall be for replacement value.

(iii) RTF may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance the RTF deems appropriate or determines is required in accordance with applicable law.

RTF shall notify MWA within five (5) days of any claim or lawsuit filed against RTF that relates to the operation of services to RTF where MWA provides services pursuant to RTF.

6. Indemnification; Limitation of Liability; Disclaimer of Warranties.

(a) MWA hereby agrees to defend, indemnify and hold harmless RTF and RTF and its subsidiaries, affiliates, officers, directors, contractors, agents and employees (collectively, MWA and MWA Representatives") from and against any and all suits, claims, liabilities, demands or causes of action of any third party alleging damages, losses and expenses, including reasonable attorney's fees and costs of suit, arising from (i) death or injury to person or property as a result of any negligent or intentional act or omission of MWA or any of MWA's subsidiaries, affiliates, officers, directors, contractors, agents and employees ("MWA Representatives"); or (ii) any material breach by MWA of any its obligations under this Agreement.

(b) RTF hereby agrees to defend, indemnify and hold harmless MWA and the MWA and its board, officers, agents, authorizer, employees and volunteers from and against any and all suits, claims, liabilities, demands or causes of action of any third party alleging damages, losses and expenses, including reasonable attorney's fees and costs of suit, arising from (i) death or injury to person or property as a result of any negligent or intentional act or omission of RTF or any of RTF Representatives; or (ii) any material breach by RTF of any its obligations under this Agreement.

(c) EXCEPT WITH RESPECT TO THE PARTIES' INDEMNITY OBLIGATIONS AND BREACHES OF SECTION 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR



CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST GOODWILL, WORK STOPPAGE OR IMPAIRMENT OR LOSS OF OTHER GOODS, SOFTWARE OR DATA, AND WHETHER ARISING OUT OF ANY BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, RTF'S SERVICES ARE PERFORMED AND THE MATERIALS DEVELOPED AND/OR PROVIDED ARE PROVIDED ON AN "AS IS" BASIS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, MWA EXCLUDES ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS ARISING BY LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION FITNESS FOR A PARTICULAR PURPOSE.

7. Ownership of Intellectual Property. The Parties acknowledge and agree that in the performance of Services hereunder, RTF may utilize certain materials that are proprietary to RTF, including without limitation RTF's proprietary materials that comprise RTF™. Accordingly, any rights in and to any tangible or intangible property provided by RTF in connection with the contracted services, including RTF™ and other intellectual property such as copyrights, trade secrets, patents and know-how previously developed or acquired by RTF and/or developed by or on behalf of RTF during the Term (whether in connection with the Project or otherwise) (collectively, "RTF Materials"), shall remain and shall at all times be the property of RTF.

8. Confidentiality. MWA acknowledges and agrees that the RTF Materials (including but not limited to the materials that comprise The Quad™), as well as any other oral or written information disclosed by RTF, that are not generally known outside of RTF or otherwise confer on RTF a competitive advantage, including, without limitation, information relating to RTF's operations, finances, services, marketing plans or personnel, is confidential information of RTF (collectively "RTF Confidential Information"). MWA agrees to receive and maintain all RTF Confidential Information in the strictest confidence for the purpose for which it is provided and shall not use Confidential Information for its own benefit or disclose it or otherwise make it available in whole or in part to third parties without the prior written consent of RTF. MWA agrees to limit the disclosure of RTF Confidential Information to only those employees and students of MWA who need the RTF Confidential Information in connection with the implementation of the contracted services and to advise all employees of RTF's rights in the RTF Confidential Information. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any RTF Confidential Information, patents, trademarks, copyrights or other intellectual property rights of RTF except as necessary for the limited purposes of the implementation of the contracted services.



9. **Termination.** Prior to the expiration of the Term, RTF may at any time terminate this Agreement, for any reason in RTF's sole discretion, upon written notice to MWA, and MWA may at any time terminate this Agreement for any reason in MWA's sole discretion, upon written notice to RTF. In the event of any such early termination, MWA may secure the required services from another third party or otherwise in any manner it deems appropriate, and MWA shall compensate RTF for all services satisfactorily performed through the date of such termination in accordance with the compensation provisions set forth in **Section 4**. Upon termination of this Agreement, RTF promptly shall deliver or cause to be delivered to MWA all previously undistributed copies of the MWA Materials, together with all copies of any documents, data and materials of any sort which were furnished by MWA to RTF. RTF shall not have the right to continue use of the MWA Materials following the termination of this Agreement for any reason.

10. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

If to MWA:	Alton B. Nelson CEO Making Waves Academy
------------	--

If to RTF:	R.T. Fisher Educational Enterprises, Inc. 22568 Mission Blvd. Ste 517 Hayward, CA 94541
------------	---

11. **Survival.** The terms of **Sections 4 and 7 through 17** hereof shall survive expiration or earlier termination of this Agreement.

12. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

13. **Independent Contractor.** RTF is an independent contractor and is responsible for paying all RTF's taxes and insurance, including the insurance required pursuant to **Section 6**.

14. **No Agency or Partnership.** Nothing in this Agreement shall constitute the appointment of a Party as an agent or legal representative of the other Party for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the Parties, and no Party shall make any such representation to any third party.

15. **Entire Agreement.** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this



Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all Parties to this Agreement.

16. Miscellaneous. In the event of any controversy, claim or dispute between the Parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing Party shall, in addition to any other relief, be entitled to recover its reasonable attorneys’ fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MWA:

Making Waves Academy, a public California educational entity

By: _____

Printed Name:

Title:

RTF:

R.T. FISHER EDUCATIONAL ENTERPRISES, INC., a
California corporation

By:

Name: Robyn Fisher

Title: President & CEO, RTFisher Educational Enterprises, Inc.

Making Waves Academy
 Independent Contractor Agreement
 R.T. Fisher Educational Enterprises, Inc.

Exhibit A

MWA FY 2019 BUDGET BREAKDOWN – EXHIBIT A
RT Fisher Budget Details – FY 2020
July 1, 2020 – June 30, 2021

2020-21 Making Waves Academy
July 1, 2020 - June 30, 2021

Proposed Activities	Estimated Expense	Services to be Performed
Academy-wide B/AASAI SUPPORT INITIATIVE		
Faculty and Staff Professional Development Series		
Day One - 1/2 PD Day in Fall	\$15,000.00	(3) PD session series includes theatrical performances; a multii-media talk back and exercises/activities; consumable participant workshop and classroom materials; the novel, and accompanying 5-12th curriculum for 'The Man Behind the Curtain'. Meets Social Emotional Learning Principles, Restorative Practices Framework, California State ELA Common Core Standards, Culturally Relevant & Responsive Strategic Approaches
Day Two - 1/2 Follow up PD Day in Winter	\$15,000.00	
8-12 Grade Student Performance in February 2021	<u>\$7,500.00</u>	
Subtotal Faculty and Staff PD	\$37,500.00	
AAREA Professional Development Summit		
25 @ \$350	<u>\$8,750.00</u>	
Subtotal B/AASAI Support Initiative	<u>\$46,250.00</u>	

Contractor ____ MWA ____

Making Waves Academy
 Independent Contractor Agreement
 R.T. Fisher Educational Enterprises, Inc.

TARGETED TIER III SUPPORT INITIATIVE

Academy alignment of AIS Program Components	\$27,600.00	Comprehensive review, recommendations and realignment of an Academy wide AIS support systems.
--	-------------	---

CAPACITY BUILDING SERVICES

Teacher Leadership Professional Learning Community

Up to 8 hours per month Intervention Services Leadership Team	\$32,583.00	Assist with facilitation of Individual and Team meetings per month to support PD goals, PLC facilitation to develop the Academy’s Multi-tiered Support System.
---	-------------	--

Academy Math Team Professional Development & Coaching Support

Math Coaching	\$34,133.00	With a targeted focus on supporting 5th, 8th-9th transition, vertical alignment with 5th - 12th, and support for Math Content Lead and Lead Teacher; RTF Math Coach will provide monthly PLC PD sessions 5 days total (2 days in August -2020;3- Follow Up throughout the year); Assessment PLC Support (MDTP Analysis and Intervention Support Curriculum); Provide up to training to interventionist between June - December and coaching support to Intervention Coordinators
Math Professional Development	\$77,000.00	

SUBTOTAL CAPACITY BUILDING SERVICES SUPPORT	\$143,716.00
--	---------------------

TOTAL PROPOSED 2020-21 BUDGET	\$217,566.00
--------------------------------------	---------------------

Contractor ____ MWA ____

Making Waves Academy
Independent Contractor Agreement
R.T. Fisher Educational Enterprises, Inc.

Consulting Fee

RTF’s costs will not exceed \$217,566 for all services performed.

THIS EXHIBIT A IS AGREED TO BE EFFECTIVE on July 1, 2020.

Contractor: _____

MWA: _____

Contractor ____ MWA ____



RTFISHE-01

DLOUIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0K18299 Riskguard Insurance Solutions, Inc 422 Presidio Ave San Francisco, CA 94115	CONTACT NAME: PHONE (A/C, No, Ext): (415) 447-4212 FAX (A/C, No): (415) 447-4181 E-MAIL ADDRESS: office@riskguardins.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
RT Fisher Educational Enterprises Inc. 22568 Mission Blvd. Ste. 517 Hayward, CA 94541	INSURER A : Great American Insurance Co. 16691 INSURER B : Hanover Insurance Group 22292 INSURER C : Hartford Fire Insurance Company 19682 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse/Molestation	X		PAC3218179	8/19/2019	8/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Each Abuse \$ 1,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC3218179	8/19/2019	8/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB3218180	8/19/2019	8/19/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WDFD748743	11/8/2019	11/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			PAC3218179	8/19/2019	8/19/2020	1,000,000 Ea Act 3,000,000
C	Crime (Includes Burg			57BDDIA1514	11/14/2019	11/14/2020	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Making Waves Academy Schools as additional insured as respects general liability when required by written contract per the attached forms.

CERTIFICATE HOLDER Making Waves Academy Schools 3220 Blume Drive, Suite 250 Richmond, CA 94806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "**Bodily Injury**" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:
 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:
 - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
 - (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
 - (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
 - (dd) be neither expected nor intended from the standpoint of any insured; and
 - (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
 - (ff) not originate at or from a storage tank or other container, duct or piping which:
 - a. is below the surface of the ground or water; or
 - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.
2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.
 3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:
 - a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000.**
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000.** This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE.**

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:
 - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

Coversheet

Fruge Psychological Associates Renewal

Section: IV. Action Items
Item: E. Fruge Psychological Associates Renewal
Purpose: Vote
Submitted by: Evangelia Ward-Jackson
Related Material: Exhibit B FPA_MWA_NDA_Notice 2020-21 .docx
MWA-MS-FPA Budget Proposal 2020_21 Final.xlsx
MWA-US-FPA Budget Proposal 2020_21 Final.xlsx
Exhibit A FPA-MWA 2020_21.doc
FPA_Indep_Contractor_Agmt 2020-21.doc

BACKGROUND:

FPA is MWA's Psychological Services Provider. This year's agreement will cover school-wide: Clinical Psychology Services (Crisis intervention, Group counseling, Psychotherapy etc), Performance Psychology Services (Preparing the Mind for Success and Competition (PMSC) Group training/certifications, Coaching, Observations etc) and Program Evaluation of Clinical Services (Performance Metric Creation, Data Analysis, EOY Report etc). FPA has been reviewed by CharterSafe risk assessment, and has expanded their program to included all necessary elements to provide tele-mental health services during times of distance learning.

RECOMMENDATION:

I recommend that the Board approves the FPA contract agreement. The fiscal implication for middle school is not to exceed \$390,076, and for upper school, is not to exceed \$326,136.

EXHIBIT B
FRUGÉ PSYCHOLOGICAL ASSOCIATES, INC.
MAKING WAVES ACADEMY
NON-DISCLOSURE AGREEMENT NOTICE

Non-Disclosure Agreement Notice

Please be advised that the information in this presentation is proprietary, confidential and solely owned by Frugé Psychological Associates, Inc. It is subject to strict non-disclosure protocol. By viewing this presentation you acknowledge and agree that you will use this information only for the benefit of Making Waves Academy, its students, faculty and/or staff. Copying or dissemination of this information without the written consent of Frugé Psychological Associates, Inc. is strictly prohibited.

Footnote language for power points and other materials created by MWA using PMSC™ concepts:

*Adapted from copy written material presented by Frugé Psychological Associates, Inc.
Non-Disclosure: This information is proprietary and confidential. Use, copy or dissemination outside of Making Waves Academy without the written consent of Frugé Psychological Associates, Inc., is prohibited.*

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

MWA-MS-FPA Budget Proposal 2020_21 Final.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

MWA-US-FPA Budget Proposal 2020_21 Final.xlsx

EXHIBIT A

I. Name of Project: Making Waves Academy Schools

II. Performance Period: July 1, 2020 – June 30, 2021

III. Specific Retainer Services to be provided by Contractor

Clinical Psychology Services for MWA-MS and MWA-US

- Crisis Intervention
- Crisis Management
- Group Psychotherapy/Counseling
- Assessment
- Individual Psychotherapy
- Consultation
- Case Management
- Psycho-education
- Referral Triage and Coordination

Performance Psychology Services for MWA-MS and MWA-US

- PMSC Group Training – Maximum 8
- Professional Coaching
- Observation
- Debriefing
- Consultation-PMSC Implementation Team
- Re-Certifications (as needed)

Program Evaluation of Clinical Services for MWA-MS and MWA-US

- Performance Metric Creation
- Database Creation
- Data Analysis
- Summary Report/ Power Point (end-of-year)

IV. Specific Retainer Service Delivery Hours to be Provided by Contractor:

- 2,232 hours of Clinical Psychology Services for MWA-MS
- 1,836 hours of Clinical Psychology Services for MWA-US
- 176 hours of Performance Psychology Services for MWA-MS
- 192 hours of Performance Psychology Services for MWA-US
- 40 hours for Program Evaluation for MWA-MS
- 40 hours for Program Evaluation for MWA-US

V. Additional Services

- a. Summer School Mental Health, Psychological Evaluations, and additional Clinical Services are not included in the Retainer. They are approved at the discretion of the CEO. These services will be billed separately at an hourly rate of \$130 - \$350 per hour depending on the service type. Services in these categories will not exceed \$55,000.
- b. PMSC Training for New Participants are not included in the Retainer and are approved at the discretion of the CEO. These services will be billed separately at an hourly rate of \$260 – \$322 per hour.
- c. Professional Development Services such as, Training, Workshops, and Professional Consultation are not included in the Retainer and are approved at the discretion of the Operations Director, and Senior Schools Director. These services will be billed separately at an hourly rate of \$156 - \$260 per hour.

VI. Retainer Service Fee and Total Cost

All ongoing services on the delivery schedule will take place across a 12-month period. The Monthly Retainer Fee for Clinical Psychology Services is \$45,105.00. The first installment for Performance Psychology and Program Evaluation Services is \$59,976.00 on July 1, 2019. The second installment for Performance Psychology and Program Evaluation Services is \$59,976.00 on January 1, 2020. The total cost for all services are \$716,212.00.

THIS “EXHIBIT A” IS INCORPORATED BY REFERENCE IN THE INDEPENDENT CONTRACTOR’S AGREEMENT DATED _____, 2020 AND MADE A PART THEREOF.

Contractor: _____

MWA: _____

Frugé Psychological Associates, Inc.
Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is between **Frugé Psychological Associates, Inc.**, 1300 Clay Street, Suite 600, Oakland, CA 94612 ("Contractor") and **Making Waves Academy Schools, 4123 Lakeside4123 Lakeside Drive**, Richmond, CA, 94806 ("**MWAMWAS**") (collectively, the "**Parties**").

1. Contractor's Services

- a. Contractor agrees to perform the services ("Services") as described in Exhibit A attached, incorporated by reference and made a part of this Agreement, as it may be amended in writing occasionally by the Parties, provided that any amendment is signed by Contractor and a duly authorized representative of **MWAMWAS**.
- b. Contractor may, at Contractor's expense, use employees or other subcontractors to perform the Services under this agreement.
- c. Consistent with this requirement, Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

2. Fees and Billing

- a. **Specific Services - MWAMWAS agrees to pay Contractor an annual retainer fee for Specificthe Specific Services as identified in Exhibit A. Clinical Psychology ServicesThe fees shall be paid in 12 equal monthly installments July 1, 202019 - June 1, 20210. -Contractor will invoice MWAS on or around the first day of each month for the Clinical Psychology Services. Performance Psychology and Program Evaluation Services shall be billed in two installments, July 1, 202019 and January 1, 20210. Contractor will invoice MWA on or around the first day of each month for the Specific Services to be provided that month. Invoiced amounts are due within fifteen (15) days of receipt of the invoice.**
- b. **Additional Services – MWAMWAS agrees to pay Contractor for Additional Services as identified in Exhibit A. Contractor will invoice MWAMWAS on or around the first day of each month for the Additional Services provided during the preceding month. Invoiced amounts are due within fifteen (15) days of receipt of the invoice.**

3. Expenses

MWAMWAS agrees to reimburse Contractor for all expenses reasonably incurred in performing the Services upon production of supporting receipts and documentation.

Frugé Psychological Associates, Inc.
Independent Contractor Agreement

4. Term of Agreement

- a. This Agreement will become effective as of the date of the last signature. Contractor services will commence on July 1, 2020~~19~~¹⁹~~7~~. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party under the notice provisions set forth below.
- b. Upon termination of this Agreement, Contractor will be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, the Parties will owe each other no further amounts or obligations.

5. Default

If either party fails to perform this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by notifying the breaching party. Termination will be effective immediately on receipt of the written notification by the breaching party, or five (5) days after mailing of the notice to the address in the notice provisions below, whichever occurs first. For this section, material breach of this Agreement will include, but not be limited to, MWAMWAS's failure to pay for Contractor's Services as agreed within (fifteen) 15 days after receipt of Contractor's written demand for payment under the notice provisions set forth below.

6. Relationship of the Parties

- a. Contractor enters this agreement as, and will continue to be, an independent contractor. In no circumstance will Contractor look to MWAMWAS as its employer, partner, agent, or principal. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph will be included in the term "Contractor") will be entitled to any benefits accorded to MWAMWAS's employee's, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor's exclusion from benefit programs maintained by MWAMWAS is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits intended to apply to employees, including, but not limited to, unemployment benefits.
- b. Contractor will provide, at Contractor's expense and in Contractor's name, disability, workers' compensation, or other insurance and licenses and

Frugé Psychological Associates, Inc.
Independent Contractor Agreement

permits usual or necessary for performing the Services. Contractor will pay, when and as due, all taxes incurred as a result of Contractor's compensation, including estimated taxes and payroll taxes, and will provide MWAMWAS with proof of payment on demand. Contractor indemnifies

MWAMWAS for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by MWAMWAS arising from Contractor's breach of the provisions of this Paragraph.

- c. Contractor and MWAMWAS will provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

7. Place of Work

Contractor understands that the Services must coordinate with MWAMWAS's established protocols and security requirements. Contractor services will be provided at mutually agreed to locations. MWAMWAS agrees to provide sufficient, appropriate and exclusive facilities for performance of Contractor's services.

8. Contractor's Representations and Indemnities

- a. Contractor represents that it has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of MWAMWAS. Services will be performed in a professional manner. Failure to do so will constitute a material breach of this Agreement. Contractor will be solely responsible for the professional performance of the Services and will receive no assistance, direction, or control from MWAMWAS. Contractor will have sole discretion and control of Contractor's services and how they are to be performed.
- b. Contractor will and does indemnify, defend, and hold harmless MWAMWAS, and its's officers, directors, employees and shareholders, against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that MWAMWAS may incur or suffer and that result from, or are related to, any breach or failure of Contractor to perform any of the representations, warranties, and agreements in this Agreement.

9. Confidential Information

- a. "Confidential Information" means all confidential and/or proprietary information pertaining in any manner to the business of MWAMWAS and Contractor, unless:

Frugé Psychological Associates, Inc.
Independent Contractor Agreement

(i) the information is or becomes publicly known through lawful means;
 (ii) the information was part of each party's general knowledge prior to Contractor's relationship with [MWAMWAS](#); or
 (iii) the information is disclosed to the Parties without restriction by a third party who rightfully possesses the information and did not learn of it from the Parties. This definition includes, but is not limited to, information on the Parties' employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials furnished by either party for use by the other are proprietary information and property of the furnishing party.

b. The Parties will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any proprietary information, confidential information, or know-how belonging to the other party, whether or not it is in written or permanent form, except to the extent to perform the Services. [MWAMWAS](#) acknowledges that the information, training, methodology and tools provided by Contractor is confidential and that [MWAMWAS](#) has a duty to protect Contractor's stated confidential information. A sample of the Non-Disclosure Agreement Notice is attached as Exhibit B, is incorporated by reference and made a part of this Agreement. On termination of Contractor's services, or at the request of the Parties before termination, each party will deliver to the other all material in its possession, custody or control relating to Parties' business, including confidential information. The obligations on non-disclosure of confidential information extend to information belonging to customers and suppliers of either party about whom the other party may have gained knowledge as a result of performing the Services.

c. Nothing in this Paragraph 9 should limit any remedy of the Parties under the California Uniform Trade Secrets Act (California Civil Code Section 3426), or otherwise available under law.

10. Arbitration

All disputes between Contractor, including any employees of Contractor, and [MWAMWAS](#) relating to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation law) ("Arbitrable Claims") will be resolved by arbitration before a neutral arbitrator. The arbitrator will be selected and the arbitration hearing conducted under the Commercial Arbitration Rules of the American Arbitration Association and will take place in Richmond, California, unless otherwise agreed by the Parties. Arbitration will be final and binding upon the Parties and will be the exclusive remedy for all claims covered by this arbitration provision. Either party may sue in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgement based on the arbitration award. Otherwise, neither party will initiate or prosecute any lawsuit, or administrative action,

Frugé Psychological Associates, Inc.
Independent Contractor Agreement

related to any Arbitrable Claim. The California Arbitration Act will govern the interpretation and enforcement of this Section. If any court or arbitrator finds that any term makes this Arbitration Section unenforceable for any reason, the court of arbitrator will have the power to modify such term (or if necessary delete such term) to the minimum extent to make this Arbitration Section enforceable to the fullest extent permitted by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION TO ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE

11. Miscellaneous Provisions

- a. Entire Agreement. The terms are intended by the Parties to be the final expression of their agreement regarding subject of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as set forth in this Agreement. The Parties further intend this Agreement will constitute the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.
- b. Amendments. This Agreement will not be varied, altered, modified, changed or amended except by an instrument in writing executed by Contractor and a duly authorized representative of [MWAMWAS](#).
- c. Severability; Enforcement. If any provision , or the application thereof to any person, place, or circumstance, will be held by an arbitrator of a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances will remain in full force and effect, and such provision will be enforced to fullest extent consistent with applicable law.
- d. ~~d.~~ Governing Law. Except as otherwise provided, the validity, interpretation, enforceability, and performance of this Agreement will be e
governed by and construed under the laws of the State of California.
- e. Interpretation. This Agreement will be construed as a whole, according to its fair meaning, and not for or against any party. Captions are used for reference only and should be ignored in interpreting this Agreement.

Frugé Psychological Associates, Inc.
Independent Contractor Agreement

12. Acknowledgement

The Parties acknowledge that:

- a. they have each consulted with independent counsel of their choice concerning this Agreement and have done so to the extent they deem necessary, and
- b. they each have read and understand the Agreement, fully know of its legal effect, and have entered it voluntarily and freely based on their own judgement and not on any promises of representations other than those contained in the Agreement.

MAKING WAVES ACADEMY SCHOOLS

By _____
Alton B. Nelson, Chief Executive Officer _____ Date
4123 Lakeside 3220 Blume Drive, Suite 250
Richmond, CA 94806
510.262-1511
510.262-1518 fax

FRUGÉ PSYCHOLOGICAL ASSOCIATES, INC.

By _____
Dr. Shawn L. Frugé, Chief Executive Officer _____ Date
1300 Clay Street, Suite 600
Oakland, CA 94612
888.345.0934 Ext. 704
510.596.1735 fax

Coversheet

Teaching Well Agreement

Section: IV. Action Items
Item: F. Teaching Well Agreement
Purpose: Vote
Submitted by: Evangelia Ward-Jackson
Related Material: ACORD Form 20200313-141418.pdf
20-21 ISI General Liability Renewal Certificate.pdf
The Teaching Well - Making Waves SOW & Contract 20-21 final.pdf
Worker's comp - proof of coverage - The Hartford.pdf
Signed Contract -- Business Owners Insurance.pdf

BACKGROUND:

Goal of Partnership: As Making Waves continues to develop excellent environments for youth, it is necessary for adult staff to personally grow and unpack what's in their invisible backpacks to help them continue to evolve in service to the Making Waves Community. The partnership with The Teaching Well will provide tools for all adult staff to explore their identities, communication styles, and their natural responses to stress/trauma in order to be more effective, resilient leaders for Making Waves' students and families.

RECOMMENDATION:

I recommend that the Board approves the Teaching Well Contract and the associated \$56,047 fiscal impact.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gold Coast Insurance Services, Inc. License No. 0619822 PO Box 57 Moraga CA 94556	CONTACT NAME: Robert Hegarty PHONE (A/C, No, Ext): (925) 402-4084 E-MAIL ADDRESS: Bob@GoldCoastIns.com FAX (A/C, No): (925) 281-9202																					
INSURED Inquiring Systems ,Inc 101 Brookwood Ave ste 204 Santa Rosa CA 95404	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td colspan="2">State Compensation Insurance Fund</td> </tr> <tr> <td>INSURER B :</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER C :</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"> </td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Compensation Insurance Fund		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	State Compensation Insurance Fund																					
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** CL2031302587 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	9121384-19	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Information Purpose Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Angela Tashchian PHONE (A/C No. Ext): 818.539.8632 FAX (A/C, No): 818.539.8680 E-MAIL ADDRESS: Angela_Tashchian@ajg.com
INSURED Inquiring Systems Inc. 101 Brookwood Ave Suite 204 Santa Rosa, CA 95404	License#: 0726293 INQSYS-01
INSURER(S) AFFORDING COVERAGE	
INSURER A : Alliance of Nonprofits for Insurance Grp NAIC # 10023	
INSURER B : North American Elite Insurance Company 29700	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1625103886** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2020-36336	3/12/2020	3/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Property			CWB0013872-05 - 36336	3/12/2020	3/12/2021	BPP Deductible 16,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845

Evidence of Coverage.

CERTIFICATE HOLDER Inquiring Systems, Inc. 101 Brookwood Ave Santa Rosa, CA 95404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



Teaching Well Offerings for Making Waves **2020 - 21 Snapshot**



Goal of Partnership: As Making Waves continues to develop excellent environments for youth, it is necessary for adult staff to personally grow and unpack what’s in their invisible backpacks to help them continue to evolve in service to the Making Waves Community. The partnership with The Teaching Well will provide tools for all adult staff to explore their identities, communication styles, and their natural responses to stress/trauma in order to be more effective, resilient leaders for Making Waves’ students and families.

Workshops	Description	Time	Cost
Executive Team Introduction to Educator Sustainability	This workshops uses research and design thinking processes to consider what it means to be a Making Waves leader and how to powerfully leader educators and support students while managing the stress and uncertainty of this time.	90 minutes	\$2,000
Mindful Mentoring for 21 Educators	<p>One-on-one Mindful Mentoring sessions for Teachers, School Leaders and Office Staff allow wellness to be fully-integrated into your school culture.</p> <p>Non-evaluative sessions are uniquely catered to each educator’s learning style and experience level.</p> <p>One of these slots must be held for the school leader as this will allow our support to be aligned with school vision and support lines of communication between leaders and staff.</p> <p>** MWA has the option to reduce to 14 teachers being mindfully mentored and repurpose these funds to other endeavors**</p>	Up to 6 Days per Month	\$38,047
2 Part Workshop Invisible Backpack: Exploring how our experiences impact how we	<p>As educators, we come to teaching with visions for our students and a backpack of our own experiences, that unconsciously impact how we engage with our students and colleagues.</p> <p>Over the course of this 2-part experiential session, we will work together to explore the contents of our backpack and how this interacts with how we show up for our community.</p> <p>*Note: Whole-staff time is critical to foster the most effective support for 1-1 mindful mentees.</p>	4 hours	\$6,000

Initial:
Date:

Goal of Partnership: As Making Waves continues to develop excellent environments for youth, it is necessary for adult staff to personally grow and unpack what's in their invisible backpacks to help them continue to evolve in service to the Making Waves Community. The partnership with The Teaching Well will provide tools for all adult staff to explore their identities, communication styles, and their natural responses to stress/trauma in order to be more effective, resilient leaders for Making Waves' students and families.

Workshops	Description	Time	Cost
Mini-Workshops	Over the course of the year, we will offer three 15-45 minutes sessions of mindfulness or wellness strategies to your whole team. <i>This will be offered at no cost.</i>	90 minutes	\$0
Spring Research for Mindful Mentees and their grade level or Dept colleagues (<30% of staff)	<p>A 3rd party doctoral research consultant will meet with teachers at your school two times per year to collect data around administrator support, colleague interactions, and teacher agency.</p> <p>Research report will then be given to leadership to course correct mid-year/or for 21-22 school year and create cost-efficient solutions for their team, rooted in sustainability.</p> <p>This will be research to prove efficacy of Teaching Well's impact as well as determine systematic stressors in the work environment within the pilot cohort.</p>		\$6,000
Quarterly Executive Leadership Meeting	These 60 minute sessions are a way to connect the needs of the school community, hear the context of school leaders and facilitate systems of well-being from the top down. We will use this time to reflect on spring research and ensure alignment between staff-level and leadership-level work.	4 hours	\$4,000
Total			\$56,047

Initial:
Date:



Contract Agreement

Making Waves Academy + The Teaching Well

2020-2021 School Year



This agreement describes the mutual responsibilities and commitments of Making Waves Academy (MWA) and The Teaching Well to reach the goals set forth in this document.

Overview

The Teaching Well is a 501c3 tax-exempt nonprofit organization. (EIN: 83-3026062)

The Teaching Well's Mission and Vision

We believe that the health and wellness of educators makes a critical difference in school culture, teacher retention, and the lives of students. We are committed to cultivating healthy, resilient educators. To achieve this, we provide a variety of leadership, mindfulness and nutrition offerings for your community site or district.

Goals of this Project

This project seeks to support the health and wellness of the Making Waves Academy educator community.

Deliverables

- ↪ The Teaching Well shall facilitate, co-create and manage up to 9 hours of Whole Professional Development for MWA educators and leadership
- ↪ The Teaching Well shall provide MWA with bi-weekly Mindful Mentoring sessions to a select group of up to twenty-one teachers as determined by Executive Leadership
- ↪ The Teaching Well shall provide one action research cycle to identify MWA educator ethos and systems or interactions that disconnect staff from embodying MWA values.
- ↪ The Teaching Well shall provide Quarterly review meetings with Executive Leadership to build fluency around educator well-being, collective wellness systems and difficult communication practice.

Commitments by The Teaching Well

- ↪ Our commitment is to provide the best possible support to our Partner Sites. On a regular basis, The Teaching Well will solicit formal and informal feedback from

Initial:

Date:

participants in The Teaching Well programs and from leaders in Partner Sites, and we will use this data and information to improve our work.

- Sensitive matters discussed by school staff with The Teaching Well employees shall be held in strictest confidence.

Commitments by Making Waves Academy (MWA)

- MWA will provide The Teaching Well with access to a private room suitable for both Workshops, Mindful Mentoring and Professional Development.
- MWA will honor the time of mindful mentoring by ensuring that teachers have the space and time to engage 100% and will not be asked to do alternative tasks.
- MWA will honor the planning time needed by scheduling professional development at least two months in advance. If the professional development needs to be rescheduled it must be within a two-week window of the originally scheduled time or it cannot be renewed.

Scope of Work

See pages 1-2 of this document

Payment Terms

The following payment terms will be noted in the contract once the scope of work has been approved:

- Making Waves Academy will receive this agreement from The Teaching Well by June 1st, 2020 and has 1 week to sign the agreement. Once the agreement is signed and received by The Teaching Well, the Teaching Well will send a final copy of the signed agreement and invoice for 50% of the total cost (\$28,024) within two weeks. This invoice will be due within 10 business days.
- Based on the needs and request of MWA leadership through the year the allocation of funds may be adjusted, re-organized and re-structured. This budget may also be increase with an addendum contract, but may not be decreased after the signing of this contract.

Dr. Evangelia Ward Jackson

Date

Kelly Knoche

Date

Initial:

Date:



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 1, 2020

THE TEACHING WELL
2950 E 29TH ST
OAKLAND CA 94601



THANK YOU. YOUR NEW POLICY IS ENCLOSED.

Policy Information:

Policy Number:	76 WEG AG4B54
-----------------------	---------------



Contact Us

Business Service Center
Business Hours: Monday - Friday
 (7AM - 7PM Central Standard Time)
Phone: (877) 287-1316
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: www.thehartford.com

Dear New Policyholder,

Your agent and The Hartford thank you for placing your insurance with us. Your new policy along with a complete set of supportive information is enclosed. We ask you to please review and retain these documents in accordance with the important notice that directly follows this letter.

We're ready to serve you.
Questions, changes or information?

As a convenience, our customer service team is available to serve you. If you require any assistance with your policy including certificates of insurance, coverages or billing, or to use our automated billing system, please contact us. In addition, our Claims Center is also available for you to use any day, toll free at **(800) 327-3636**.

SC PHS New Business Welcome Letter (Continued)

You can be *CONFIDENT* you made the *RIGHT DECISION*.

As a leading insurance provider, The Hartford has served businesses like yours for nearly 200 years. We've learned that listening to valued customers like you is essential to our continued success. And, it is our goal to provide the insurance products and service you need to protect your assets and maintain your financial stability. You can count on us.

We encourage you to visit our website www.sb.thehartford.com; it provides a comprehensive explanation of insurance coverages and risk management tools, specifically for small business owners like yourself.

We look forward to servicing your business insurance needs in the coming year.

Sincerely,

Your Hartford Service Team



Policy Number 76 WEG AG4B54

Policy Effective Date 07/01/20

The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

Dear Hartford Insured,

Re: An Important Message to Workers Compensation Policyholders

The control of workplace accidents and injuries should be among the highest priorities of your firm. Each accident wastes precious human and financial resources, and introduces inefficiencies into your operations. From a practical standpoint, the control of accidents, and their inevitable costs, simply makes good business sense.

An effective risk engineering program can save you money and aggravation, can positively impact your loss experience (and thus your premium), and most importantly, can help you maintain solid control of your operations.

As a service to you, our valued customer, the Risk Engineering Department of The Hartford in cooperation with your independent agent, can assist you in establishing risk engineering strategies. If you would like assistance, please complete and return to us the reply portion of this brochure, or contact your independent agent.

Services Available

The following is a description of some of the services that we provide. The types of services that may be appropriate for your business depend upon the nature and size of your operations and the specific risk engineering services you have requested. The cost of risk engineering services may or may not be a part of your insurance premium. This depends on the extent of the requested services, agreements stated in your insurance policy and program, and statutory regulations that may require us to provide risk engineering services.

- 1) **Reference Materials** – Information about risk engineering topics that can be provided or made available to you to help you to enhance your risk engineering program.
- 2) **Telephone Consultation** – We can hold a teleconference with you to help you to evaluate your risk engineering program, identify areas for improvement, and recommend ways to implement such improvements.
- 3) **Onsite Consultation** – This consists of visiting your premises and helping you to assess and remedy your risk engineering needs onsite. This level of service is usually only appropriate for larger, higher hazard operations. The following are examples of some of the services that could be provided onsite:
 - o A review of your safety program to determine its adequacy and recommend modifications to that plan where needed.

- o Specific hazard evaluations, including ergonomics, industrial hygiene or material handling.
- o An initial survey and evaluation to address potential safety and health hazards.
- o Consultation to help management establish a comprehensive loss prevention Program.
- o Periodic summaries of accidents and analysis of causes.
- o Follow-up visits to check on progress and to provide continuing assistance when required.

A Word About OSHA

The Occupational Safety and Health Act of 1970 and similarly approved State Plans require employers to provide their employees with safe and healthful places to work. The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and similar State agencies enforce the regulations and apply penalties (civil and criminal) for non-compliance.

New standards have been developed, and through application and interpretation, standards change. You should make yourself aware of the standards that are applicable to your operations, and assure yourself that reasonable efforts are made to be in compliance. Copies of the standards are available through most libraries, or can be obtained through OSHA or the U.S. Government Printing Office.

You should know that neither The Hartford, nor any other party, can fulfill your obligations under the Law. Questions related to your legal obligations should be referred to your legal counsel.

Some Safety Reminders from The Hartford:

Have you considered:

- o The need to formalize your safety efforts to assure compliance and document your efforts?
- o The need to acquire Material Safety Data Sheets on all hazardous materials and the need for training on appropriate safety measures for your employees?
- o Requirements for record keeping of injuries, illnesses, and exposure to hazardous substances?
- o Assessing each job task to determine hazards and needed controls?
- o Measuring each exposure to hazardous substances to determine the need for control or personal protective equipment?
- o What mechanisms are in place to periodically verify that exposure controls (guards, ventilation systems, etc.) are still in place and working?
- o What specific training your employees and your supervisors need to avoid hazards in the workplace?
- o What specific OSHA standards apply to your business?

- What mechanism exists to promptly investigate all accidents and 'near-misses' to limit the chance of another occurrence?
- The financial impact an injury or illness has on your business?
- What resources are available to you to help prevent accidents and illnesses?

Thank you for your business.

Sincerely,

The Hartford's Risk Engineering Department

THIS BROCHURE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A COMPLETE ON-SITE SAFETY INSPECTION CONDUCTED BY A QUALIFIED RISK ENGINEERING SPECIALIST. READERS ARE ENCOURAGED TO HAVE SUCH AN INSPECTION CONDUCTED BOTH TO PROMOTE WORKPLACE SAFETY AND TO COMPLY WITH APPLICABLE LAW.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, EITHER TELEPHONE OR MAIL THIS FORM TO YOUR HARTFORD AGENT OR NEAREST OFFICE OF THE HARTFORD

NOTICE TO ARKANSAS POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain accident prevention services at no additional cost as required by ARK. Code Ann. §11-9-409(D) and Rule 32. If you would like more information, call The Hartford's Risk Engineering Department, One Hartford Plaza, T-7, Hartford, CT 06155 at 1-866-586-0467. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

NOTICE TO CALIFORNIA POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain occupational safety and health risk engineering consultation services as required by the California Labor Code, §6354.5, at no additional charge. If you would like more information call The Hartford's Risk Engineering Department at 1-866-586-0467 for occupational safety and health risk engineering consultation services.

California Workers Compensation insurance policyholders may register comments about the insurer's risk engineering consultation service by writing to:

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
P.O. Box 420603
San Francisco, California 94142

NOTICE TO PENNSYLVANIA POLICYHOLDERS

The Hartford maintains and provides accident and illness prevention services as required by the nature of the policyholder's business or its operation, in accordance with the Pennsylvania Workers' Compensation Act. For more information about these services contact your Hartford Agent or nearest office of The Hartford.

NOTICE TO TEXAS POLICYHOLDERS

Pursuant to Texas Labor Code §411.066, The Hartford is required to notify its policyholders that accident prevention services are available from The Hartford at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services.

The Hartford is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact The Hartford at 1-866-586-0467 and email contactriskengineering@thehartford.com for accident prevention services or 1-877-952-9222 and email CentralClaimCenter.WCEDM@thehartford.com for return-to-work coordination services.

For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at 1-512-804-5000.

If The Hartford fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

To The Hartford's Risk Engineering Department:

Yes – I am interested in obtaining information concerning:

General Topics	Business Continuity	Construction
<input type="checkbox"/> Accident Analysis	<input type="checkbox"/> Business Travel Safety	<input type="checkbox"/> Construction Site Consultation
<input type="checkbox"/> Accident Investigations	<input type="checkbox"/> Contingency Planning Overview	<input type="checkbox"/> Construction Equipment Hazards
<input type="checkbox"/> Establishing a Risk Engineering Program	<input type="checkbox"/> Emergency/Disaster Response	<input type="checkbox"/> Hazard Communication
<input type="checkbox"/> Hazard Recognition	<input type="checkbox"/> Emergency Evacuation Drills	<input type="checkbox"/> Ladders & Scaffolds
<input type="checkbox"/> Safety Committees	<input type="checkbox"/> Emergency Preparedness Planning	<input type="checkbox"/> Trenching & Evacuation
		<input type="checkbox"/> Fall Protection
Ergonomics	Industrial Hygiene	Property
<input type="checkbox"/> Back Injury Prevention	<input type="checkbox"/> Hazard Communication	<input type="checkbox"/> Automatic Sprinkler System
<input type="checkbox"/> Computer Workstation	<input type="checkbox"/> Industrial Hygiene (general)	<input type="checkbox"/> Flammable Liquids
<input type="checkbox"/> Cumulative Trauma Disorders	<input type="checkbox"/> Indoor Air Quality	<input type="checkbox"/> Fire Prevention and Protection
<input type="checkbox"/> Ergo Train-the-Trainer	<input type="checkbox"/> Noise Exposures	<input type="checkbox"/> Fire Drill and Evacuation
<input type="checkbox"/> Telecommuting	<input type="checkbox"/> Respiratory Protection	<input type="checkbox"/> Hot Work Permit Program
Transportation	Workers' Compensation	Other Topics
<input type="checkbox"/> 3-D Driver Training	<input type="checkbox"/> Bloodborne Pathogens	<input type="checkbox"/> Business Risk Management
<input type="checkbox"/> Driving Defensively	<input type="checkbox"/> Drug Screening	<input type="checkbox"/> General Liability Investigations
<input type="checkbox"/> Fleet Newsletter	<input type="checkbox"/> Machine Safeguarding	<input type="checkbox"/> Product Liability Programs
<input type="checkbox"/> Guide to Successful Driver Mgmt	<input type="checkbox"/> Return to Work Programs	<input type="checkbox"/> Safety Training
<input type="checkbox"/> School Bus Driving Tips	<input type="checkbox"/> Slip and Falls	<input type="checkbox"/> Security/Terrorism

Name _____

Company _____ Policy # _____

Address _____

City & State _____ Zip Code _____

Email Address: _____ Telephone _____

For more information on the above, you can visit our website at <https://www.thehartford.com/riskengineering>

Or you may forward your request to:

Fax line: 1-860-723-4459

Or mail to:

The Hartford Financial Services Group
 Risk Engineering Department
 One Hartford Plaza, T-7
 Hartford, CT 06155



MAINTAINING YOUR RECORDS FOR AUDIT PURPOSES

WHAT IS A PREMIUM ADJUSTMENT?

When your Workers' Compensation policy was issued you paid a deposit premium based on the nature of your business and estimates of your payroll. At the end of the policy period, we conduct an audit to compare the estimates against the actual figures and operations. Based on this comparison an adjustment is made. If the actual premium is less than what you already have paid, a refund will be made. If it's more, you will be billed for the difference. These adjustments are subject to any minimum premiums that apply.

HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

On smaller, less complex operations we may e-mail you, call you, or mail you a request to ask you to provide the information via our online web-based portal, mail or telephone. If we require this information, we will provide an electronic link to, or a paper copy of, the necessary forms for you to complete.

On larger, more complex operations one of our Premium Auditors will contact you for an appointment. You will be contacted either by e-mail, telephone or mail. If directed, the auditor will contact your accountant to obtain as much information as possible and contact you at a later time for additional information that may be needed.

BASIS OF PREMIUM

Remuneration (Payroll) in most states, includes:

Payment of: Wages, bonuses, commissions, overtime,* sick pay, vacation pay,* tool allowances, contributions to individual retirement accounts, employee contributions to employee benefit plans.

Payments on basis of: Piece work, incentive plans, profit sharing.
The value of: Housing furnished to employees,* meals furnished to employees,* store certificates, merchandise and other dollar substitutes.

Remuneration does not include:

- a. Employer contributions to a group insurance or pension plan other than statutory plans of insurance.
- b. Special awards for individual inventions or discoveries.
- c. Overtime.*

Subcontractors. In the absence of other insurance, most state laws hold a contractor responsible for injuries to employees of subcontractors. At the time of audit Certificates of Insurance must be available for subcontractors with employees, in order to avoid payment of premium.

Independent Contractors, without employees, whose duties closely resemble those of an employee, will be considered your employee with the appropriate premium charged.

The actual working relationship between you and the Independent Contractor is examined. Items such as, but not limited to: whether the work performed is an integral part of your operations, whether you have the right to control the details of the work, the method of payment, who supplied the materials used, does the person regularly work for others, whose regulatory authority did person operate under, whether the person is involved in a separate and distinct business offering the same services to the public.

RECORDS

As part of the policy conditions, we are allowed to examine your financial books and records to determine actual exposures and operations. We would appreciate your cooperation in making the needed records available for the auditor's inspection.

What Records Will Be Needed?

The records needed will vary. In most cases, the Premium Auditor will be able to obtain the necessary audit data from two or more of the following records: Journals, Ledgers, State and Federal Tax Reports, Individual Earning Cards, Checkbooks and Contracts.

How You Should Keep Your Records

By maintaining your payroll records in accordance with the following guidelines, you might reduce your insurance costs.

Overtime. In most states, the amount paid in excess of straight time pay can be deducted if it can be verified in your records. You must maintain your records to show pay separately by employee and in summary by classification of work.

***Division of an employee's payroll** to more than one classification is not allowed in most states.

Exception: For construction, erection or stevedoring operations the payroll of an employee may be allocated to each type of work performed if proper records are kept. Your records must show the number of hours and amount of payroll for each type of work. If you do not keep such a breakdown, the full salary must be charged to the highest rated classification to which the employee is exposed.

Executive Officers in most states are considered employees of their corporation and included in the

computation of premium. Their remuneration is assigned without division to the actual operation in which they are engaged. If their duties are the same as those of a worker, foreman or superintendent, their payroll is assigned to the classification that develops the highest payroll. Minimum and maximum payrolls apply to executive officers.

Automated Records. If your records are automated or you plan to automate in the near future you can obtain maximum benefits by setting up your records to include insurance requirements. Our Premium Auditor will be pleased to assist you in setting up your records. Contact your Hartford Representative if you would like this assistance.

NOTE: The contents of this publication are not intended to supersede any definitions or conditions of your policy, the Workers' Compensation Law or any legal rulings.

**Your state may have specific rules or exceptions. Please contact your Hartford Representative for details that may apply and answer questions you may have.*



POLICY HOLDER NOTICE - PAYROLL BILLING

Thank you for choosing The Hartford. Your policy is on our payroll billing method. The payroll billing method uses actual payrolls received throughout the policy period and a blended rate(s) to determine premiums due during the policy period. To learn more about how your premium is calculated on the payroll billing method please visit: <https://www.thehartford.com/blended>

Below are the blended rate(s) being used for each state and classification code on your policy:

State	Class Code	Blended Rate	Effective
1: 2950 E 29TH ST, OAKLAND, CA	8803	0.140000	07/01/2020



IMPORTANT NOTICE TO POLICYHOLDERS

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The charge for terrorism is shown in Item 4 of the Information Page or on the Schedule. The rate for terrorism will apply as of the effective date of your policy. The terrorism rates are subject to change at any time based on state regulatory action.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses Under TRIA

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses

and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. All other terms and conditions remain the same.



Customer Privacy Notice
The Hartford Financial Services Group, Inc. and Affiliates*
 (herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management;
- b) use; and
- c) protection;

of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
 - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;

- c) insurance companies;
 - d) administrators; and
 - e) service providers;
- who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at <https://www.thehartford.com/online-privacy-policy>.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
 - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data; and
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

Personal Financial Information may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

Transaction means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
 - b) applying for; or
 - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

If you have any questions or comments about this privacy notice, please feel free to contact us at The Hartford - Law Department, Privacy Law, One Hartford Plaza, Hartford, CT 06155, or at CorporatePrivacyOffice@thehartford.com.

This Customer Privacy Notice is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates (including the following as of March 2019), to the extent required by the Gramm-Leach-Bliley Act and implementing regulations.

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; Business Management Group, Inc.; Cervus Claim Solutions, LLC; First State Insurance Company; FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Group Benefits Holding Company; Hartford Holdings, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Insurance, Ltd.; Hartford Integrated Technologies, Inc.; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life, Ltd.; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Management, Ltd.; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Specialty Insurance Services of Texas, LLC; Hartford STAG Ventures LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Heritage Holdings, Inc.; Heritage Reinsurance Company, Ltd.; HIMCO Distribution Services Company; HLA LLC; HL Investment Advisors, LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lattice Strategies LLC; Maxum Casualty Insurance Company; Maxum Indemnity Company; Maxum Specialty Services Corporation; MPC Resolution Company LLC; New England Insurance Company; New England Reinsurance Corporation; New Ocean Insurance Co., Ltd.; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Property and Casualty Insurance Company of Hartford; Renato Acquisition Co.; Sentinel Insurance Company, Ltd.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company; Y-Risk, LLC.



INSTRUCTIONS

EMPLOYEE'S CLAIM FOR WORKERS' COMPENSATION BENEFITS

As of January 1, 1990, California employers are required by law to furnish a claim form to an injured worker within one working day of knowledge of a work-related injury or illness (other than First Aid). While it is mandatory for the employer to furnish the claim form to the employee, **it is not mandatory for the employee to complete it.**

The employer should complete sections 9-17, with the exception of section 13 (which reads, "Date employer received claim form"). This is to be completed **after** the claimant has completed his or her portion of the claim form and returned it to you, at which time section 13 should be **immediately** filled out or date stamped.

Penalties can be invoked if employers fail to provide an injured employee an EMPLOYEE'S CLAIM FOR COMPENSATION BENEFITS form or if employers fail to report the claim to the workers' compensation insurance carrier.

DO NOT DELAY REPORTING A CLAIM TO THE HARTFORD:

Whether or not the employee completes the EMPLOYEE'S CLAIM FOR WORKER'S COMPENSATION BENEFITS, please contact The Hartford's **LossConnect (1-800-327-3636)** to report every occupational injury or illness which results in lost time beyond the date of the incident or requires medical treatment beyond First Aid.

Workers' Compensation and Employers' Liability Business Insurance Policy



INFORMATION PAGE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: Property and Casualty Insurance Company of Hartford
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number:
Company Code: P

POLICY NUMBER:
Previous Policy Number:

Suffix	
LARS	RENEWAL
<input type="text"/>	<input type="text"/>

1. Named Insured and Mailing Address: THE TEACHING WELL
(No., Street, Town, State, Zip Code) 2950 E 29TH ST
OAKLAND CA 94601

FEIN Number: 83-3026062

State Identification Number(s):

The Named Insured is: Corporation
Business of Named Insured: Grantmaking Foundations
Other workplaces not shown above: 2950 E 29TH ST
OAKLAND CA 94601

2. Policy Period: **From** 07/01/20 **To** 07/01/21 **ANNUAL**
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: AP INTEGO INSURANCE GROUP LLC
375 WOODCLIFF DRIVE STE 103
FAIRPORT NY 14450

Producer's Code: 76250846

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 287-1316

Total Estimated Annual Premium: \$815
Deposit Premium:
Policy Minimum Premium: \$600 CA

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan S. Castaneda
Authorized Representative

06/01/20
Date

INFORMATION PAGE (Continued)

Policy Number: 76 WEG AG4B54

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
Total Standard Premium			\$501
Expense Constant			\$200
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$87
Estimated Annual Premium (before Surcharges)			\$788
Total Estimated Surcharges			\$27

*See the attached Schedule(s) of Operations for Location and State Level Premium Information

Total Estimated Annual Premium: \$815
Deposit Premium:
Policy Minimum Premium: \$600 CA

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

Labor Contractors Policy Number:

NAICS: 813211
SIC: 6732



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

Item 3.D. of the Information Page is completed to include the following endorsements:

G-4119-0	POLICYHOLDER NOTICE-PAYROLL BILLING
WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000115	NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015
WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC040301BB	POLICY AMENDATORY ENDORSEMENT - CALIFORNIA
WC040360B	EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA
WC040421	OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA
WC040601A	CALIFORNIA CANCELLATION ENDORSEMENT
WC550011D	Employees Claim for Workers compensation Benefits
WC880400I	Notice to Employees - Injuries Caused By Work (TITLE IN SPANISH)
WC880401I	Notice to Employees - Injuries Caused By Work
WC990001I	Signature/ Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990302B	WORKERS COMPENSATION BROAD FORM ENDORSEMENT



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

Item 3.D. of the Information Page is completed to include the following endorsements:

WC990358B	AMENDMENT TO WORKERS COMPENSATION BROAD FORM ENDORSEMENT - EMPLOYERS LIABILITY STOP GAP COVERAGE
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS
WC990375	CALIFORNIA INSTALLMENT FEE DISCLOSURE ENDORSEMENT



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD

Company Code: P

Policy Number: 76 WEG AG4B54

Schedule Number: 01-04-01

Effective Date: 07/01/20 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

NAICS: 813211

SIC: 6732

NO. OF EMPL: 2

FEIN: 83-3026062

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8803 AUDITING, ACCOUNTING OR MANAGEMENT CONSULTING SERVICES - ALL EMPLOYEES - INCLUDING CLERICAL OFFICE EMPLOYEES	433,000.00	0.170000	736

Total State Summary

Total Class Premium			736
CA Territorial Differential		0.702800	-219
Small Policy Credit		3	-16
Total Estimated Annual Standard Premium			501
Expense constant			200
Terrorism Risk Insurance Program Reauthorization Act	433,000.00	0.020000	87
Disclosure Endorsement			
CA User Fund		1.704000	13
CA Fraud		0.334900	3
CA Uninsured Employers Benefit Trust Fund		0.127400	1
CA Subsequent Injuries Benefit Trust Fund Assessments		0.482900	4
CA Occupational Safety & Health Fund		0.391800	3
CA Labor Enforcement & Compliance Fund		0.381300	3
Total Estimated Annual Premium			815

Countersigned by _____

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 06/01/20

Policy Expiration Date: 07/01/21

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

	Beginning on Page		Beginning on Page
INFORMATION PAGE		PART TWO - Continued	
General Section	1	G. Limits of Liability	4
A. The Policy.....	1	H. Recovery From Others.....	4
B. Who Is Insured.....	1	I. Actions Against Us.....	4
C. Workers Compensation Law.....	1	PART THREE - OTHER STATES INSURANCE	4
D. State.....	1	A. How This Insurance Applies.....	4
E. Locations.....	1	B. Notice.....	5
PART ONE - WORKERS COMPENSATION INSURANCE ...	1	PART FOUR - YOUR DUTIES IF INJURY OCCURS	5
A. How This Insurance Applies.....	1	PART FIVE - PREMIUM	5
B. We Will Pay.....	1	A. Our Manuals.....	5
C. We Will Defend.....	1	B. Classifications.....	5
D. We Will Also Pay.....	1	C. Remuneration.....	5
E. Other Insurance.....	2	D. Premium Payments.....	5
F. Payments You Must Make.....	2	E. Final Premium.....	5
G. Recovery From Others.....	2	F. Records.....	6
H. Statutory Provisions.....	2	G. Audit.....	6
PART TWO - EMPLOYERS LIABILITY INSURANCE	2	PART SIX - CONDITIONS	6
A. How This Insurance Applies.....	2	A. Inspection.....	6
B. We will Pay.....	3	B. Long Term Policy.....	6
C. Exclusions.....	3	C. Transfer of Your Rights and Duties.....	6
D. We Will Defend.....	3	D. Cancellation.....	6
E. We Will Also Pay.....	4	E. Sole Representative.....	6
F. Other Insurance.....	4		

IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

D. State

State means any state of the United States of America, and the District of Columbia.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada.

This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Noappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were

listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the

Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and

2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well

2950 E 29TH ST
OAKLAND CA 94601

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed - Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages - Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment - Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy

and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:
This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in

Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.

6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work

covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYERS' LIABILITY COVERAGE AMENDATORY
ENDORSEMENT - CALIFORNIA**

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in Item 3 of the Information Page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "**Exclusions**" section is modified as follows (all other exclusions in the "**Exclusions**" section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CANCELLATION ENDORSEMENT

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;

- i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Item (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
 4. The policy period will end on the day and hour stated in the cancellation notice.

Countersigned by: _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA INSTALLMENT FEE DISCLOSURE ENDORSEMENT

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

This endorsement applies only to the insurance provided because California is shown in Item 3.A. of the Information Page.

A service fee of \$7.00 is charged for each installment

when your premium is paid in installments. The service fee is \$5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 76 WEG AG4B54 **Endorsement Number:**
Effective Date: 07/01/20 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: The Teaching Well
 2950 E 29TH ST
 OAKLAND CA 94601

Section I of this endorsement expands coverage provided under WC 00 00 00.
 Section II of this endorsement provides additional coverage usually only provided by endorsement.
 Section III of this endorsement is a Schedule of Covered States.
 You may use the index to locate these coverage features quickly:

<u>SUBJECT</u>	<u>INDEX</u>	<u>PAGE</u>
SECTION I		2
PARTS ONE and TWO		2
01 We Will Also Pay		2
PART - THREE		2
02 How This Insurance Works		2
PART - SIX		2
03 Transfer of Your Rights and Duties		2
04 Liberalization		2
SECTION II		2
VOLUNTARY COMPENSATION INSURANCE		2
05 Voluntary Compensation Insurance		2
A. How This Insurance Applies		2
B. We will Pay		3
C. Exclusions		3
D. Before We Pay		3
E. Recovery From Others		3
F. Employers' Liability Insurance		3
EMPLOYERS' LIABILITY STOP GAP COVERAGE		3
06 Employers' Liability Stop Gap Coverage		3
A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming		3
B. Part One does not Apply		3
C. Application of Coverage		3
D. Additional Exclusions		3
E. West Virginia		3
SECTION III		4
07 Schedule of Covered States		4

SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance**

Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment.

The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
 13. bodily injury sustained by any member of the flying crew of any aircraft.
 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

SECTION III

7. SCHEDULE OF COVERED STATES

- A. This endorsement only applies in the states listed in this Schedule of Covered States.
- B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.
- C. Schedule of Covered States:

CA

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT TO WORKERS' COMPENSATION BROAD FORM
ENDORSEMENT- EMPLOYERS' LIABILITY STOP GAP COVERAGE**

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well
2950 E 29TH ST
OAKLAND CA 94601

This endorsement changes the Workers' Compensation Broad Form Endorsement – Employers' Liability Stop Gap Coverage

A. This coverage only applies in North Dakota, Ohio, Washington, and Wyoming

E. This paragraph is removed.

6. Employers' Liability Stop Gap Coverage



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well

2950 E 29TH ST

OAKLAND CA 94601

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.

- d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
See Attached Schedule		



POLICY ADJUSTMENT NOTICE

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

If we owe you a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next **30** days.

If you owe us an additional premium, the **entire amount** will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



POLICYHOLDER NOTICE YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us - Property and Casualty Insurance Company of Hartford

- (1) General questions regarding your policy should be directed to **your Hartford Agent or**

Property and Casualty Insurance Company of Hartford
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
Telephone: (877) 287-1316
www.thehartford.com

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995 (USRP)* and the *California Workers' Compensation Experience Rating Plan—1995 (ERP)*. WCIRB contact information is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at wcirb.com.

- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).

- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

Property and Casualty Insurance Company of Hartford

One Hartford Plaza, T.4.175, Hartford, CT 06155; Telephone (800) 451-6944; Fax (860) 723-4289.

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and customerservice@wcirb.com (email).

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Complaints and Reconsideration. The WCIRB's contact information is 888.229.2472 (phone), 415.371.5204 (fax) and customerservice@wcirb.com (email).

- C. California Department of Insurance – Appeals to the Insurance Commissioner.** After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, CA 94105
415.538.4102

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415.778.7159 (phone), 415.371.5288 (fax) and ombudsman@wcirb.com (email).
- B. California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800.927.HELP (4357) or insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.



POLICYHOLDER NOTICE

CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

CALIFORNIA WORKERS' COMPENSATION INSURANCE NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
 - (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code 11750.3(c).
 - (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.



POLICYHOLDER NOTICE

PAYROLL RECORD AND AUDIT REQUIREMENTS FOR DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS

Your policy includes one or more construction or erection classifications. Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specified wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

Payroll Record Requirements

The assignment of a high wage classification is contingent on verifying that the employee's hourly wage equals or exceeds the specified wage threshold. The determination of the regular hourly wage for any non-salaried employee must be supported by one of the following sources:

- o Original time cards or time book entries for each employee. Original records must include the operations performed, the total hours worked each day and the times the employee started and ended each work period throughout the workday. At job locations where all of the employer's operations cease for a uniform unpaid meal period, recording the start and stop times of the uniform break period is not required.
- o A valid collective bargaining agreement that shows the regular hourly wage rate by job classification of a worker. If using a collective bargaining agreement, the records must include an employee roster by job classification that permits the reconciliation of individual employees to the job classifications set forth in the collective bargaining agreement.

The non-salaried employee's regular hourly wage shall be determined by dividing that employee's total remuneration by the hours worked during the pay period, irrespective of whether the employee is paid on an hourly, piecework, production or commission basis.

The payroll earned by any non-salaried employees for whom the records specified above are not maintained and/or made available will be assigned to the low wage classification that describes the operations performed.

The regular hourly wage of salaried employees is determined by dividing the total annual remuneration by 2000 hours. If an employee is salaried for less than 12 months, the regular hourly wage for the salaried period is calculated on a prorated basis.

Audit Requirements

If your policy has an effective date on or after January 1, 2020 and produces a final premium of \$10,500 or more, a physical audit is required at least once a year; if it produces a final premium of less than \$10,500 and develops payroll in a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

If you hold a C-39 Roofing Contractor license from the California Contractors State License Board, a physical audit is required on the complete policy period of each policy regardless of the amount of final premium. See California Insurance Code Section 11665(a) for additional requirements regarding the audit of C-39 license holders.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE
TO TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015**

Policy Number: 76 WEG AG4B54

Endorsement Number:

Effective Date: 07/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: The Teaching Well

2950 E 29TH ST
OAKLAND CA 94601

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

You need not do anything further at this time.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

© Copyright 2018 National Council on Compensation Insurance, Inc. All Rights Reserved.



CALIFORNIA NOTICE

CALIFORNIA LABOR CODE 3551 PROVIDES THAT EVERY EMPLOYER SUBJECT TO THE COMPENSATION PROVISIONS OF THIS CODE, EXCEPT EMPLOYERS OF EMPLOYEES DEFINED IN SUBDIVISION (d) OF SECTION 3351, SHALL GIVE EVERY NEW EMPLOYEE, EITHER AT THE TIME OF HIRE, OR BY THE END OF THE FIRST PAY PERIOD, WRITTEN NOTICE OF THE INFORMATION CONTAINED IN SECTION 3550.

CALIFORNIA LABOR CODE 3550 PROVIDES THAT EVERY EMPLOYER SUBJECT TO THE COMPENSATION PROVISIONS OF THIS DIVISION SHALL POST AND KEEP POSTED IN A CONSPICUOUS LOCATION FREQUENTED BY EMPLOYEES, AND WHERE THE NOTICE MAY BE EASILY READ BY EMPLOYEES DURING THE HOURS OF THE WORKDAY, A NOTICE WHICH SHALL STATE THE NAME OF THE CURRENT COMPENSATION INSURANCE CARRIER OF THE EMPLOYER, OR WHEN SUCH IS THE FACT, THAT THE EMPLOYER IS SELF-INSURED, AND WHO IS RESPONSIBLE FOR CLAIMS ADJUSTMENT.



NOTICE TO POLICYHOLDER

CALIFORNIA WORKERS' COMPENSATION

INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws applicable to new and renewal policies with policy effective dates on and after January 1, 1995.

1. The laws requiring all insurers to charge the same minimum rate uniformly to all employers within a given classification has been repealed. Beginning January 1, 1995, we will establish our own rates for workers' compensation. Our rates will not be applicable prior to the first normal policy effective date of a policy incepting on or after January 1, 1995. Our rates, rating plans and related information are filed with the Insurance Commissioner and are open for public inspection.
2. The Insurance Commissioner can disapprove our rates, rating plans or classifications only if he has determined after public hearing that our rates might jeopardize our ability to pay claims or create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance Commissioner disapproves our rates, rating plans or classification, he may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates which are subject to the Insurance Commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to sue the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan developed by the insurance rating organization designated by the Insurance commissioner is subject to the approval of the Insurance Commissioner.
5. A standard classification system developed by the insurance rating organization designated by the Insurance Commissioner is subject to approval of the Insurance Commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided that we can report the payroll, expenses and other costs of claims in a way which is consistent with the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process will require us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the Insurance Commissioner.



Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

1-800-327-3636

Available 24 hours a day, 365 days a year.

The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

The Effect of Timely Reporting on Controlling the Cost of Your Loss:

Average Loss for Closed Claims (Accident Years 2002-2005)	
Report Lag in Days	Percent Change in Loss Costs Compared to First Week Report
Incident Day	-6%
Week 1	0%
Week 2	13%
Week 3 or 4	16%
1 Month or Later	24%

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

Information You'll Need

Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependents
- o Hire Date, Years in Current Position
- o Wage Information

Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

Network Providers

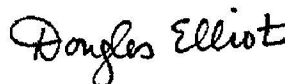
A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at www.talispoint.com/hartext or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.

POLICY NUMBER: 76 WEG AG4B54

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President

Includes copyrighted material of the National Council on Compensation Insurance, used with its permission.

© 2000 National Council on Compensation Insurance.

DELAWARE:

Delaware forms have been copyrighted by the Delaware Compensation Rating Bureau or the Pennsylvania Compensation Rating Bureau.

NEW JERSEY:

New Jersey forms have been copyrighted by the Compensation Rating and Inspection Bureau.

NEW YORK:

New York forms have been copyrighted by the New York Compensation Insurance Rating Board.

PENNSYLVANIA:

Pennsylvania forms have been copyrighted by the Pennsylvania Compensation Rating Bureau or the Delaware Compensation Rating Bureau.



YOUR BUSINESS INSURANCE SOLUTION SPECTRUM® PROPOSAL

Prepared for:

The Teaching Well
2950 E 29th St
Oakland, CA 94601

Reference Number:

76SBW1968EU - 002

Proposal Date:

05/18/2020, 2:31 PM

Proposal Created by:

CHARITY FRENCH
978-405-3400
CFRENCH@APINTEGO.COM

Offered through:
AP Ins/Intego

Total Estimated Annual Premium for Spectrum:

\$ 550.00

POLICY LEVEL

	Page
Property Coverage	2
Liability Coverage	3

LOCATION BUILDING LEVEL

Location Building Coverage	4
Stretch Endorsement Summary	4

Businesses Like You	6
Direct Bill Options	7

Important Messages:

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

WHY THE HARTFORD

200 years experience | 1 million customers | Named One of the World's Most Ethical Companies
The Hartford is the market leader for small business with more than 200 years of experience, trusted by over 1 million customers and [rated 4.8 out of 5 by Small Businesses.](#)

Spectrum Proposal
with
Sentinel Insurance Company
A member company of The Hartford
7/1/2020 - 7/1/2021

Policy Level**Property Coverage****Limits of Insurance**

Special Property Coverage Form automatically includes the following coverages at no additional charge:

Accounts Receivable Coverage Off Premises	\$	25,000
Accounts Receivable Coverage On Premises	\$	25,000
Appurtenant Structures - business personal property within appurtenant structure	\$	5,000
Arson Reward	\$	10,000
Business Income - Civil Authority - 30 Days - A waiting period applies	\$	Included
Business Income to Dependant Properties	\$	5,000
Business Personal Property Seasonal Automatic Increase: 25%	\$	Included
Data and Software	\$	10,000
Definition of Premises: 1000 feet	\$	Included
Extended Business Income - 30 consecutive days	\$	Included
Fire Department Service Charge	\$	25,000
Fire Extinguisher Recharge	\$	Included
Forgery Coverage	\$	5,000
Leasehold Improvements	\$	25,000
Lease Assessment	\$	2,500
Lock and Key Replacement	\$	1,000
Money and Securities - Inside	\$	10,000
Money and Securities - Outside	\$	5,000
Newly Acquired or Constructed Property - Building - 180 Days Max	\$	500,000
Newly Acquired or Constructed Property - Business Income 180 Days Max	\$	50,000
Newly Acquired or Constructed Property - Business Personal Property - 180 Days Max	\$	250,000
Ordinance or Law Coverage:		
• Tenants Improvements & Betterments Increased Cost of Construction	\$	25,000
Outdoor Property - Aggregate	\$	10,000
Outdoor Property - For any one tree, shrub or plant	\$	1,000
Outdoor Signs - Attached to buildings - Per sign	\$	5,000
Personal Effects	\$	10,000
Property Off-Premises - Business Personal Property	\$	2,500
Tenant's Glass	\$	25,000
Valuable Papers Coverage Off Premises	\$	25,000
Valuable Papers Coverage On Premises	\$	25,000

Property Coverage**Limits of Insurance****Premium**

The following Property coverages are applicable at all locations:

	Replacement Cost	
Business Personal Property	\$	1,000
Property Deductible	\$	Included
Automatic Equipment Breakdown Coverage which includes:	\$	Included
• Mechanical Breakdown	\$	Included
• Artificially Generated Electric Current	\$	Included
• Explosion of Steam Equipment	\$	Included
• Loss or damage to Steam Equipment	\$	Included
• Loss or damage to Water Heating Equipment	\$	Included
• Contamination by Hazardous Substance	\$	50,000
• Expediting Expenses	\$	50,000
Business Income And Extra Expense Actual Loss Sustained - 12 mos.	\$	Included
Identity Recovery Coverage	\$	15,000

Liability Coverage

Limits of Insurance

Premium

Business Liability:		
Broad Form Named Insured includes subsidiaries in which greater than 50% of voting stock is owned by the Named Insured	\$	Included
Defense Costs outside of the Limits of Insurance	\$	Included
Employees and Volunteers included as Insureds	\$	Included
Incidental Malpractice	\$	Included
Mental Anguish resulting from bodily injury, sickness or disease	\$	Included
Newly Acquired Organizations	\$	180 days
Non-Owned watercraft under 51 feet	\$	Included
Per Location General Aggregate - owned or rented premises	\$	Included
Personal and Advertising Liability	\$	Included
Property Damage to borrowed equipment not being used to perform operations at the job site	\$	Included
Unintentional failure to disclose hazards	\$	Included
Additional Insured - Coverage is automatically extended to persons or organizations whose written contracts or permits with the insured require insurance to be provided	\$	Included
Each Occurrence	\$	1,000,000
General Aggregate	\$	2,000,000
Products/Completed Operations Aggregate	\$	2,000,000
Personal and Advertising Injury	\$	1,000,000
Damage to Premises Rented to You	\$	1,000,000
Medical Expenses	\$	10,000
Policy Base Premium	\$	151
Minimum Premium Difference	\$	312
Terrorism	\$	Included

Location/Building Level

Location/Building Information

Location No./Building No.	:	001/001
Street Address	:	2950 E 29th St
City, State and Zip Code	:	Oakland, CA 94601-2731
Protection Class	:	0002

Class Code : 49191
 Description : Associations - Professional Non Profit
 Construction : Frame
 Year Built : 1908
 Sprinklered : No
 Area : 200

Location/Building Coverage

Limits of Insurance

Premium

Business Personal Property	\$ 5,000	\$ 17
Fungi Limited Coverage	\$ 50,000	\$ Included
Fungi Limited Business Interruption	30 Days	\$ Included

Stretch Endorsements

Premium

Stretch See Stretch Summary Attached \$ 27

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy.

Stretch Endorsement Summary

Coverage

Limits of Insurance

Accounts Receivable - On/Off-Premises	\$ 25,000
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Computers and Media	\$ 10,000
Debris Removal	\$ 25,000
Employee Dishonesty (including ERISA)	\$ 10,000
Fine Arts	\$ 10,000
Forgery	\$ 10,000
Laptop Computers - World-Wide Coverage	\$ 5,000
Off Premises Utility Services - Direct Damage	\$ 10,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Personal Property of Others	\$ 10,000
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 1,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 15,000
Temperature Change	\$ 10,000
Tenant Building and Business Personal Property Coverage- Required by Lease	\$ 20,000
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 2,500
Valuable Papers and Records On/Off-Premises	\$ 25,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Property Coverage Form.

Coverage

Limits of Insurance

Newly Acquired or Constructed Property - 180 Days	
Building	\$ 1,000,000
Business Personal Property	\$ 500,000

Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 20,000 aggregate / \$ 1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 15,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

<i>Coverage</i>	<i>Limits of Insurance</i>
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 10,000 / 7 days
Business Income from Dependent Properties	\$ 25,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Property Coverage Form.

<i>Coverage</i>	<i>Limits of Insurance</i>
Extended Business Income	60 Days

The following changes apply to Loss Payment Conditions:

<i>Coverage</i>	<i>Limits of Insurance</i>
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included

Consider these additional coverages that businesses like you are buying from The Hartford

Talk to your agent about adding these valuable coverages to your Hartford policy.

Coverage	Estimated Annual Premium ¹	What It Is	Why You Should Consider It
Tenant Legal Liability	Please contact your agent for a quote.	Broadens the standard Fire Legal Liability coverage to include damage to the premises rented by you, caused by perils other than fire, for which you are found liable.	If you fail to shut off the heat before leaving for an extended business trip; and the premises is damaged because a pipe burst, your lease may require that you pay for the damage. This coverage helps pay for expenses to repair the damaged property.
Hired and Non-Owned Auto	Please contact your agent for a quote.	For businesses without a Business Auto policy (no owned vehicles), this coverage provides protection if you are sued for bodily injury or property damage caused by a vehicle: a) not owned by your business while used on company business; or b) you hire, rent or borrow for business purposes.	Think about how often employees use their vehicles to run work-related errands, like picking up the mail or lunch for a meeting. If your employee gets in an accident while on such an errand, your business could be liable.
Data Breach	Please contact your agent for a quote.	Coverage that provides protection if the sensitive information (eg: social security number, debit/credit card information) you collect or store on employees or customers is lost or stolen.	A data breach is not always caused by a hacker from three continents away. Your business is exposed if, for example: <ul style="list-style-type: none"> • An employee fails to shred sensitive client records before they're thrown away. • A laptop storing sensitive customer information is lost or stolen.
Employee Benefits Liability	Please contact your agent for a quote.	Coverage that helps protect your business if you are sued for an error or omission related to the administration of your group health insurance plan.	Health care administration is increasingly complex. If your benefits administrator fails to enroll an employee in your health plan when eligible, and the employee is subsequently denied enrollment due to a health condition, you could be sued.

(1) For illustration purposes only. Premium estimate is based on the assumptions indicated and does not include taxes, fees or other surcharges. This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased. (2) First Party Response Expense coverage helps pay the costs of notifying impacted individuals, crisis management/public relations, good faith advertising, legal and forensic services and credit monitoring services, if warranted. (3) Third Party Defense & Liability coverage helps pay for civil awards, judgments and settlements you're legally obligated to pay.

This document contains only a general description of coverages that may be provided and does not include all of the features, exclusions and conditions of the policies it describes. Please refer to the actual policies for complete details of coverage and exclusions. In the event of a conflict, only the terms of an actual issued policy will prevail.

Coverage is underwritten by Sentinel Insurance Company, Ltd. (CA license #8701)



Direct Bill Options

Choose one of these four options to pay your bill:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save on installment fees and get the convenience and peace of mind of automated payments.
- **Online.** Register at thehartford.com/servicecenter to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 1-866-467-8730 to pay your bill by phone.

Payment Breakdown

The charts below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of the policy. Keep in mind that the dates and amounts could change depending on when the policy is processed.

Full Pay

One Payment	
Due Date	Payment Amount
07/01/2020	\$550.00

Monthly Options

Total Annual Estimated Premium for Spectrum: \$550.00

Number of Payments	Due Date	With AutoPay Fee: \$5 per payment	Without AutoPay Fee: \$7 per payment
		Payment Amount	Payment Amount
Two	07/01/2020	\$275.00 - Initial Down Payment	\$330.00 - Initial Down Payment
	01/01/2021	\$275.00	\$220.00
Four	07/01/2020	\$137.50 - Initial Down Payment	\$165.00 - Initial Down Payment
	10/01/2020	\$137.50	\$137.50
	01/01/2021	\$137.50	\$137.50
	04/01/2021	\$137.50	\$110.00
Ten	07/01/2020	\$55.00 - Initial Down Payment	\$137.46 - Initial Down Payment
	08/01/2020	\$55.00	\$45.98
	09/01/2020	\$55.00	\$45.82
	10/01/2020	\$55.00	\$45.82
	11/01/2020	\$55.00	\$45.82
	12/01/2020	\$55.00	\$45.82
	01/01/2021	\$55.00	\$45.82
	02/01/2021	\$55.00	\$45.82
	03/01/2021	\$55.00	\$45.82
	04/01/2021	\$55.00	\$45.82
Twelve	07/01/2020	\$45.98 - Initial Down Payment	\$45.98 - Initial Down Payment
	08/01/2020	\$45.82	\$45.82
	09/01/2020	\$45.82	\$45.82
	10/01/2020	\$45.82	\$45.82
	11/01/2020	\$45.82	\$45.82
	12/01/2020	\$45.82	\$45.82
	01/01/2021	\$45.82	\$45.82
	02/01/2021	\$45.82	\$45.82
	03/01/2021	\$45.82	\$45.82
	04/01/2021	\$45.82	\$45.82
	05/01/2021	\$45.82	\$45.82
	06/01/2021	\$45.82	\$45.82

A payment fee is assessed on each payment invoice except where prohibited by law.

Any down payment provided will be withdrawn immediately regardless of down payment date shown.

PAYMENT PLAN SELECTED: Twelve



DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to this terrorism coverage is shown in the premium section(s) of this quote proposal or binder.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.

Acknowledged and Accepted By	
DocuSigned by: <i>Sonya Melita</i>	5/29/2020
_____ (Signature of the Insured)	_____ (Date)

Reference Number: 76SBW1968EU - 002

Total Estimated Annual Premium for Spectrum: \$550

AutoPay

Repetitive Electronics Funds Transfer (EFT) Authorization Agreement – Commercial Lines



Thank you for selecting The Hartford for your business insurance needs. We appreciate your business. To authorize The Hartford to automatically withdraw your premium from your checking or savings account, please complete this form in its entirety and then submit.

POLICYHOLDER INFORMATION

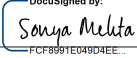
BUSINESS NAME The Teaching well		PHONE NUMBER 8584145296
BUSINESS ADDRESS 2950 E 29th St.		
CITY oakland	STATE CA	ZIP 94601
YOUR HARTFORD POLICY OR ACCOUNT NUMBER:	EMAIL ADDRESS sonyamehta@theteachingwell.org	

POLICYHOLDER BANK INFORMATION REQUIRED FOR NEW REQUESTS OR TO NOTIFY US OF BANK CHANGES.

BANK NAME western Alliance Bank
BANK ABA ROUTING NUMBER 121143260
BANK ACCOUNT NUMBER 8250226501
TYPE OF ACCOUNT: (CHECK ONE) <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
NAME ASSOCIATED WITH THE ACCOUNT The Teaching well

AutoPay AUTHORIZATION

I/we authorize Hartford Fire Insurance Company and its affiliated companies (hereinafter called The Hartford), to initiate debit entries (withdrawals from) and to initiate, if necessary, credit entries (deposits to) and adjustments for any debit entries in error to my (our) account indicated above and the Depository named above to debit and/or credit the same to such account. This authorization is to remain in full force and effect until The Hartford has received notice from me of its termination in such time and in such manner as to afford The Hartford and the Depository a reasonable opportunity to act on it.

AUTHORIZED SIGNATURE		
NAME (PLEASE PRINT OR TYPE)	Sonya Mehta	TITLE Director of Partnerships
PHONE NUMBER 408-439-8286	DATE 5/29/2020	

INSTRUCTIONS FOR SUBMITTING YOUR INFORMATION

CHECKLIST

- Enroll in AutoPay at any time during the policy term online at thehartford.com/servicecenter OR complete this form to have your installment payments automatically withdrawn from your bank account according to your current bill plan.
- Retain a copy of the completed form for your files.

HOW TO SUBMIT:

Email to nhdpendcash@thehartford.com OR fax to: 1-866-829-0250 ATTN: P&C Billing Department

IMPORTANT INFORMATION

- Until this form is processed by The Hartford, you will continue to receive insurance bills in the mail. **To keep your account current, please remit your payment along with the payment stub.** This applies to any bills you may have received but not yet paid.
- Once your request is processed, you will receive a schedule of your electronic withdrawals for the remainder of the policy term.
- EFT payments will be automatically withdrawn as requested and reflected on your bank statements.
- You will always be notified in advance of any changes to your withdrawal amount.
- An installment fee, which is lower than the fee charged for paying by check, may apply and will be added to each withdrawal in states where permitted by law.
- In order to continue withdrawing premium payments from your bank account, **The Hartford must be notified in advance of any change in bank information.** Please visit thehartford.com/servicecenter to access your online account and update your bank account information; or contact our Customer Service Center (1-866-467-8730) to inform us of any changes.

FREQUENTLY ASKED QUESTIONS (FAQS)

How does AutoPay work?

By signing up for AutoPay, you authorize The Hartford to automatically withdraw your premium from your checking or savings account based on the payment plan you selected. Payment is transmitted directly to The Hartford. Please be aware that your private information is not shared nor can The Hartford access your account directly.

How will I know when my premium is withdrawn from my account?

We will send you an installment schedule with your renewal bill, via your billing method of choice (mail or e-delivery). Please retain this for your records. You can also view your installment schedule via your online account at thehartford.com/servicecenter. In the event of a change to your installment schedule, a revised notice would be sent to you by your billing method of choice.

How do I update my banking information?

If you need to update your account information in the future, you can do this by accessing your online account at thehartford.com/servicecenter or contacting 1-866-467-8730.

When will funds be withdrawn from my account?

Your premium will be withdrawn from your checking or savings account on the due date of your current billing schedule.

Can I decide when my premium will be withdrawn?

Yes. Once you are set up for AutoPay, you can adjust the day of the month future payments are withdrawn from your bank account. To change a withdrawal day, contact us at 1-866-467-8730 and confirm which day of the month works best for you.

Do I need to enroll in AutoPay each time my policy renews?

No. Once you sign up for AutoPay, it remains in effect until you advise us to discontinue it.

Is there a charge for electing AutoPay?

Yes, however, these fees are generally lower than installment fees for other payment options.

What do I do if I need to make a change?

We understand there may be times when you're not able to make a scheduled payment. To stop or change a withdrawal, please contact us at 1-866-467-8730 at least 3 days prior to the scheduled withdrawal date and we will work with you to make other arrangements.

Prepare. Protect. Prevail.®



Business Insurance
Employee Benefits
Auto
Home

The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies, 690 Asylum Avenue, Hartford, CT 06155.

17-0743 © August 2017 The Hartford



ACCEPT/REJECT FORM

Type of Insurance	Accept	Reject	Notes
General Liability	x		
Property – Building		x	
Property – Business Personal Property	x		
Inland Marine		x	
Crime Bond		x	
Employment Practices Liability		x	
Hired/Non-Owned Auto		x	
Commercial Auto		x	
Umbrella/Excess		x	
Data Breach Cyber Liability		x	
Media Liability		x	
Professional Liability- E&O		x	
Professional Liability – D&O		x	
ERISA 401K		x	
Liquor Liability		x	
Abuse and Molestation			n/a
Garage Keeper's			n/a
Blanket Additional Insured	x		
Waiver of Subrogation		x	
Blanket Primary Non-Contributory	x		

By signing, I attest that I have reviewed and have been advised of the coverages afford by the insurance policies offered.

Signature 

Date 5/29/2020

As an independent insurance agent or insurance broker, our firm may have access to more than one insurance company to place your coverage. Whether acting as an independent insurance agent or the insurance broker, we have certain obligations to you as the purchaser and certain obligations to the insurance company as determined in both statutory and case law., if acting as an independent insurance agent, we may have authority to obligate the insurance company on your behalf and as a result, we may be required to act within the scope of my contractual agreement with the company. As the purchaser you need to understand that we typically will receive compensation from the selling company based on the agreement we have with the company. That compensation may vary from company to company and be impacted by the volume of business we place with the company, the profitability of that business and other factors. You may request information about our compensation on any policy we have presented to you. I certify that I am not aware of any losses, accidents or circumstances that might rise to a claim.

Coversheet

2020-21 CharterSafe Insurance Renewal

Section: IV. Action Items
Item: G. 2020-21 CharterSafe Insurance Renewal
Purpose: Vote
Submitted by: Hung Mai
Related Material:
Making Waves Academy.1095.CharterSAFEProposal2021.05-28-2020.pdf

BACKGROUND:

CharterSafe currently provides Liability, Property, and Workers' Compensation Insurance to MWA. Please renew the 2020-21 membership proposal.

RECOMMENDATION:

To review and approve the 2020-21 CharterSafe Proposal Fiscal Impact: \$354,027

CharterSAFE

BE SAFE • FEEL SAFE

2020-2021 Membership Proposal

Prepared for:

Making Waves Academy

Coverage Effective:

July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004 Fax: 888.901.0004
www.chartersafe.org

Issued: May 28, 2020 at 1:57 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Hung,

CharterSAFE is pleased to present your membership proposal for the 2020-2021 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Karen Bianchini**, Managing Director, Risk Management, at kbianchini@chartersafe.org or (916) 880-3460.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

REQUIRED SIGNATURES:

To bind coverage, you must complete and sign the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page

We look forward to working with you in the 2020-2021 year!

Thank you,

The CharterSAFE Team

CharterSAFE

2020-2021 CLAIMS AND INCIDENT REPORTS GUIDELINES

Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit. A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to www.chartersafe.org and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: **Dan Berry** at dberry@chartersafe.org.
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
 - Student Accident Claim Packet (English and Spanish)
 - Volunteer Accident Claim Packet (English and Spanish)
 - Statement of No Insurance
 - Workers' Compensation Claim Form (DWC-1)
 - Employee Fact Sheet
 - Kaiser on the Job Clinics
 - Employee Injury Card

For any claim reporting questions, please contact **Dennis Monahan**, Managing Director, Claims, at (619) 878-6221 or email dmonahan@chartersafe.org.

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

1095
A
SELF
P,WC

MEMBER CONTRIBUTION SUMMARY

Making Waves Academy

Coverage Effective: July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$175,006

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Sexual Abuse Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime

Property

Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

Workers' Compensation & Employer's Liability Member Contribution

\$179,021

Total Member Contribution

\$354,027

Choose One Payment Option

Payment in Full \$354,027

Installment Plan

- Deposit (25%) - Due Now - \$88,507
- 9 Monthly Installments - \$29,502

*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

Proposal Acceptance:

By signing below, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name _____ Date _____

Signature _____ Date _____

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Mailing Address

4123 Lakeside Drive
Richmond, CA 94806

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date: 07/01/2011

Employment Practices Liability Continuity Date: 07/01/2011

Fiduciary Liability Continuity Date: 07/01/2012

Vehicles

Vehicle Type	Make	Model	Year	VIN
Van	Ford	Econoline Wagon	2012	1FMNE1BW4DDB13605

Special Projects and Endorsements

Mobile Equipment: 3

EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Making Waves Academy 4165 Lakeside Drive Richmond, CA 94806	0	0	\$0.00
Making Waves Academy 4123 Lakeside Drive Richmond, CA 94806	109	25	\$3,252,140.00
Making Waves Academy 4131 Lakeside Drive Richmond, CA 94806	52	20	\$2,905,452.00
Making Waves Academy 4145 Lakeside Drive Richmond, CA 94806	148	27	\$2,000,000.00
Making Waves Academy 4155 Lakeside Drive Richmond, CA 94806	109	25	\$2,294,545.00
Making Waves Academy 4175 Lakeside Drive Richmond, CA 94806	300	26	\$2,000,000.00

Making Waves Academy 4285 Lakeside Drive Richmond, CA 94806	372	40	\$2,438,994.00
Total:	1,090	163	\$14,891,131.00

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Making Waves Academy 4165 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Making Waves Academy 4123 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Making Waves Academy 4131 Lakeside Drive Richmond, CA 94806	\$0.00	\$900,000.00	\$200,000.00	\$1,100,000.00
Making Waves Academy 4145 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$500,000.00	\$1,500,000.00
Making Waves Academy 4155 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$700,000.00	\$1,700,000.00
Making Waves Academy 4175 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$900,000.00	\$1,900,000.00
Making Waves Academy 4285 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,700,000.00	\$1,000,000.00	\$2,700,000.00
Total:	\$0.00	\$7,600,000.00	\$5,300,000.00	\$12,900,000.00

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$5,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	Varies*
Employment Practices Liability	\$5,000,000 per claim and member aggregate	Varies*
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim:	\$15,000.00 per occurrence
1 Claim:	\$25,000.00 per occurrence
2 Claims:	\$50,000.00 per occurrence
3 or more Claims:	\$100,000.00 per occurrence

Reporting: Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Medical Payments	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Armed Assailant Sublimit	\$100,000 per occurrence and aggregate	\$0

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Karen Bianchini** (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$5,000,000 per occurrence and member aggregate	\$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
IEP (Individualized Education Program) Defense Sublimit	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence

Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	\$5,000,000 per occurrence and member aggregate	\$0 if school completes training requirement \$100,000 if school did not complete training requirement
<p>*Training Mandate Sexual Abuse Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is REQUIRED to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.</p>		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	\$5,000,000 per occurrence and member aggregate	\$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
<p>*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.</p>		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE joined SELF, a nonprofit scholastic JPA in California, as a single member of SELF for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different limits, terms, conditions and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Forgery or Alteration	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence and member aggregate	Varies*
Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$500.00 per occurrence
 1 Claim: \$5,000.00 per occurrence
 2 Claims: \$10,000.00 per occurrence
 3 or more Claims: \$20,000.00 per occurrence

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence
Causes of Loss: Water Damage Wildfire	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	Varies*

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$1,000.00 per occurrence
 1 Claim: \$5,000.00 per occurrence
 2 Claims: \$10,000.00 per occurrence
 3 or more Claims: \$20,000.00 per occurrence

PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Dan Berry** at dberry@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** (Kiki_Goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Karen Bianchini (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.

Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
Kiki_Goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per claim

Coverage Includes:

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Requirement for Coverage to be in effect: Completed cyber application.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

Coversheet

Dell Staff Laptop Replacement

Section: IV. Action Items
Item: H. Dell Staff Laptop Replacement
Purpose: Vote
Submitted by: Damon Edwards
Related Material: US_QUOTE_3000062880483.2 (1).pdf

BACKGROUND:

This expenditure is for the replacement of all staff laptops in accordance with the 3-year laptop replacement policy. Laptops typically begin to experience hardware failures and the batteries need to be replaced in the 3rd-year. Therefore, the 3-year replacement policy ensures that staff are provided with reliable laptops that perform consistently. The laptops are being purchased now for two reasons: 1) To ensure there is enough lead time to receive them in time to be deployed this fall so that existing staff laptops are replaced prior to the expiration of the current warranty, which expires in the spring of 2021. 2) From a fiscal perspective, purchasing the laptops now allows MWA to take advantage of a budget surplus this fiscal year, whereas next year we will have much larger budget uncertainties due to the unclear government revenues outlook.

RECOMMENDATION:

Please approve the attached invoice with a fiscal impact of \$249,268.34 in the 2019/20 fiscal year.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000062880483.2	Sales Rep	Deepak Malhotra
Total	\$249,268.34	Phone	(800) 456-3355, 5132741
Customer #	131084059	Email	DeePak_Malhotra@Dell.com
Quoted On	Jun. 10, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 10, 2020		MAKING WAVES FOUNDATION
Deal ID	20205803		3220 BLUME DR STE 250
			RICHMOND, CA 94806-5741

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Deepak Malhotra

Shipping Group

Shipping To	Shipping Method
LAURENCE LEE MAKING WAVES FOUNDATION 3220 BLUME DR STE 250 RICHMOND, CA 94806-5741 (510) 333-5830	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 7410	\$1,455.00	158	\$229,890.00

Subtotal:	\$229,890.00
Shipping:	\$0.00
Environmental Fee:	\$632.00
Non-Taxable Amount:	\$27,858.56
Taxable Amount:	\$202,663.44
Estimated Tax:	\$18,746.34
<hr/>	
Total:	\$249,268.34

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To	Shipping Method
LAURENCE LEE MAKING WAVES FOUNDATION 3220 BLUME DR STE 250 RICHMOND, CA 94806-5741 (510) 333-5830	Standard Delivery

Dell Latitude 7410	Qty	Subtotal
	\$1,455.00	158
		\$229,890.00

Estimated delivery if purchased today:
Jun. 23, 2020
Contract # C000000181093
Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
Latitude 7410, BTX	210-AVOB	-	158	-
Intel Core i7-10610U Processor (4 Core, 8MB Cache, 1.80GHz, 15W, vPro Capable)	379-BDVB	-	158	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	158	-
No AutoPilot	340-CKSZ	-	158	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	158	-
Intel Integrated UHD Graphics, i7-10610U 4-Core Processor, 16G Memory	338-BVHP	-	158	-
Intel vPro Active Management Technology (for vPro CPU, vPro Capable)	631-ACNE	-	158	-
16GB, 2666 MHz, DDR4 Non-ECC, Integrated	370-AFMH	-	158	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BIOJ	-	158	-
2-in-1, 14.0" FHD (1920 x 1080) AR, AS, 6.0mm HD Cam/Mic, WLAN capable, Carbon Fiber, Touch	391-BFHC	-	158	-
Touch Fingerprint Reader in Power Button, SmartCard Reader, NFC, Thunderbolt 3, Carbon Fiber	346-BGHV	-	158	-
Single Point Keyboard US-English with backlight	583-BGHO	-	158	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.0 Wireless Driver	555-BFTY	-	158	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.0	555-BFVZ	-	158	-
No Mobile Broadband Card	556-BBCD	-	158	-
4 Cell 52WHr ExpressCharge Capable Battery	451-BCPW	-	158	-
65W Type-C Epeat Adapter	492-BCXP	-	158	-
No Anti-Virus Software	650-AAAM	-	158	-
OS-Windows Media Not Included	620-AALW	-	158	-
US Power Cord	537-BBBL	-	158	-
Quick Reference Guide for 2-in-1	340-CPWE	-	158	-
US Order	332-1286	-	158	-
No Docking Station	452-BBSE	-	158	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	158	-
Fixed Hardware Configuration	998-EDIZ	-	158	-

FCC Label	389-DPGO	-	158	-
SupportAssist	525-BBCL	-	158	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	158	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	158	-
Waves Maxx Audio	658-BBRB	-	158	-
Dell Power Manager	658-BDVK	-	158	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	158	-
Dell Optimizer	658-BEQP	-	158	-
System Driver, Latitude 7410	658-BESL	-	158	-
Direct Ship Info	340-AAPP	-	158	-
Min Config Ship, 65W, 2 in 1, Carbon Fiber	340-CQSW	-	158	-
Intel Core i7 Label for vPro	340-CPOZ	-	158	-
No Option Included	340-ACQQ	-	158	-
No Mouse	570-AADK	-	158	-
No Resource DVD / USB	430-XXYG	-	158	-
ENERGY STAR Qualified	387-BBOP	-	158	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	158	-
EAN label	389-BKKL	-	158	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	158	-
Door Bottom, Carbon Fiber, WLAN, no i5 10210U, 4G, FHD	321-BFLX	-	158	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	158	-
ProSupport Plus: Accidental Damage Service, 4 Years	804-2193	-	158	-
ProSupport Plus: Next Business Day Onsite, 4 Years	804-2194	-	158	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	804-2195	-	158	-
ProSupport Plus: 7x24 Technical Support, 4 Years	804-2196	-	158	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	158	-

Subtotal:	\$229,890.00
Shipping:	\$0.00
Environmental Fee:	\$632.00
Estimated Tax:	\$18,746.34
Total:	\$249,268.34

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Coversheet

Pacheco's Cleaning

Section: IV. Action Items
Item: I. Pacheco's Cleaning
Purpose: Vote
Submitted by: Cedrice Bennett
Related Material: Custodian Pacheco Agreement-2020.pdf

BACKGROUND:

This is a renewal contract for Pacheco Cleaning Services

RECOMMENDATION:

Please review and approve the Pacheco Cleaning Service contract for 2020-21 SY. Fiscal impact: \$540,600

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1, 2020

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on July 1, 2020 by and between Pacheco's Cleaning Service ("Contractor") and **Making Waves Academy** (hereinafter "MWA") (collectively, the "Parties").

1. Contractor's Services

- a. Contractor agrees to perform the services ("Services") as described in Exhibit A attached to this Agreement, as it may be amended in writing from time to time by the Parties, provided that any amendment is signed by Contractor and a duly authorized representative of MWA.
- b. Contractor may, at Contractor's own expense, use employees or other subcontractors to perform the Services under this agreement.
- c. Consistent with this requirement, Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest"

2. Compensation

Contractor shall be paid the amount set forth in Exhibit A and invoice MWA on a monthly basis for all hours worked under this Agreement during the preceding month. MWA shall pay all invoices within 15 days after their receipt.

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1, 2020

3. Expenses

MWA agrees to reimburse Contractor for all expenses reasonably incurred in the performance of the Services upon production of supporting receipts and documentation.

4. Term of Agreement

- a. This Agreement will become effective on July 1, 2020.
- b. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party in accordance with the notice provisions set forth below.
- c. Upon termination of this Agreement, Contractor shall be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, MWA shall owe Contractor no further amounts or obligations.

5. Default

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the written notification by the breaching party, or five days after mailing of the notice to the address set forth in the notice provisions below, whichever occurs first. For purposes of this section, material breach of this Agreement shall include, but not be limited to, the following: MWA's failure to pay for Contractor's Services as agreed within twenty (20) days after receipt of

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1, 2020

5. Default (continued)

Contractor's written demand for payment in accordance with the notice provisions set forth below.

6. Relationship of the Parties

Contractor enters into this agreement as, and shall continue to be, an independent contractor. In no circumstances shall Contractor look to MWA as Contractor's employer, partner, agent, or principal. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph shall be included in the term "Contractor") shall be entitled to any benefits accorded to MWA's employee's, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor's exclusion from benefit programs maintained by MWA is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non employee with respect to MWA. To the extent that the Contractor may become eligible for any benefit programs maintained by MWA (regardless of the timing of or reason for eligibility), Contractor hereby waives Contractor's right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1, 2020

6a. Relationship of the Parties (continued)

Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability insurance and workers' compensation as required by the State of California, as well as licenses and permits usual or necessary for performing the Services.

- a. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including estimated taxes and payroll taxes, and shall provide MWA with proof of payment on demand. Contractor indemnifies MWA for any claims, losses, costs, fees liabilities, damages, or injuries suffered by MWA arising from Contractor's breach of the provisions of this Paragraph.
- b. Contractor and MWA shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

7. Place of Work

Contractor understands that the Services must coordinate with MWA's established protocols and security requirements and may from time to time need to be performed at MWA's premises.

8. Insurance

- a. Without in anyway limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

Making Waves Academy
Pacheco's Cleaning Service

Independent Contractor Agreement-July 1, 2020

- i. Coverage and Limits
- ii. Limits - The Contractor shall maintain limits no less than the following:
 - A. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and not less than \$2,000,000 annual aggregate.
 - B. Automobile Liability - \$100,000 for bodily injury and property damage each accident limit.
 - C. Workers' Compensation as required by law. Employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.
- b. Commercial General Liability and Business Automobile Liability policies must provide the following:
 - i. Name as Additional Insured the Charter School and its Board, officers, authorizer(s), authorized volunteers, agents, and employees.
 - ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the Charter School.
- d. All policies shall provide thirty (30) days advance written notice to the
- e. Before commencing any operations under this Agreement, Contractor must provide the Charter School with the certificates of insurance (Accord Form 25-S

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1, 2020

or equivalent) signed by the insurer's representative, and additional insured

policy endorsements in form (CG 20 10 11 85 or its equivalent) and shall furnish complete copies of policies promptly upon the Charter School's request.

Contractor also understands and agrees that the Charter School may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

- f. Approval of the insurance by the Charter School shall not relieve or decrease the liability of Contractor hereunder.

9. Workers Compensation Insurance

By his/her signature on this Agreement, Contractor certifies that he/she is aware of the provisions of section 3700 of the California 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 he/she will comply with such provisions before commencing the performance of the work of this Agreement.

10. Contractor's Representations and Indemnities

- a. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of MWA. Failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services and shall receive no assistance, direction, or control from MWA. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are to be performed.

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1, 2020

b. Contractor shall and does hereby indemnify, defend, and hold harmless MWA, and MWA's officers, directors, authorizer, employees and shareholders, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that MWA may incur or suffer and the result from, or are related to, any breach or failure of Contractor to perform any of the representations, warranties, and agreements in this Agreement.

11. MWA Indemnities

a. MWA shall indemnify, defend and hold harmless Contractor from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs that Contractor may incur or suffer as the result of the active or sole negligence of MWA.

12. Proprietary Information

a. "Proprietary Information" means all information pertaining in any manner to the business of MWA, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Contractor's general knowledge prior to Contractor's relationship with MWA; or (iii) the information is disclosed to Contractor without restriction by a third party who rightfully possesses the information and did not learn of it from the MWA. This definition includes, but is not limited to, information on MWA's employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials

Making Waves Academy
Pacheco's Cleaning Service

Independent Contractor Agreement-July 1, 2020

furnished by MWA for use by Contractor are Proprietary Information and property of MWA.

- b. Contractor shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to MWA, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Contractor's services to MWA, or at the request of MWA before termination, Contractor shall deliver to MWA all material in Contractor's possession, custody or control relation to MWA's business including Proprietary Information. The obligations on Proprietary Information extend to information belonging to customers and suppliers of MWA about whom Contractor may have gained knowledge as a result of performing the Services.
- c. Nothing in this Paragraph 9 is intended to limit any remedy of the MWA under the California Uniform Trade Secrets Act (California Civil Code Section 3426), or otherwise available under the law.

13. Dispute Resolution

The parties shall negotiate in good faith in an attempt to resolve all disputes between Contractor, including any employees of Contractor, and MWA relating in any way to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("Arbitrable Claims"). Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If

Making Waves Academy

Pacheco's Cleaning Service

Independent Contractor Agreement-July 1, 2020

the mediation is unsuccessful, the dispute shall be resolved by arbitration before a neutral arbitrator. The arbitrator shall be selected and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Richmond, California, unless otherwise agreed by the Parties. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit, or administrative action, in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section on Arbitration, except if any court finds that the Federal Arbitration Act does not apply, the California Arbitration Act shall govern the interpretation and enforcement of this Section. If any court or arbitrator finds that any term makes this Arbitration Section unenforceable for any reason, the court of arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration Section enforceable to the fullest extent permitted by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION TO ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1, 2020

14. Miscellaneous Provisions

- a. Entire Agreement. The terms of this Agreement are intended by the Parties to be the final expression of their agreement with respect to subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.
- a. Amendments: Waivers. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by Contractor and a duly authorized representative of MWA.
- b. Severability: Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator of a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.
- c. Governing Law. Except as otherwise provided, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California, without giving effect to its law regarding the conflict of laws.

Making Waves Academy
Pacheco's Cleaning Service
Independent Contractor Agreement-July 1,2020

14d. Interpretation (continued)

d. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit not against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

15. Acknowledgement

The Parties acknowledge that (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, and (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on their own judgment and not on any promises of representations other than those contained in the Agreement.

MAKING WAVES ACADEMY

By _____
Alton B. Nelson, Chief Executive Officer
510.262.1511
510.262.1518 fax

CONTRACTOR

By _____
Pacheco's Cleaning Service
2025 Dover Ave.
San Pablo, CA 9480

Exhibit A: Scope of Work 2020- 2021

I. **Project for which the Services are being performed:**

- Custodial Services – to be performed according to an established schedule
- Custodial Services – to be performed as requests
 - Hourly rate for:
 - Non-contracted cleaning projects
 - Special events

II. **Services to be performed by frequency**

Services to be performed by Vendor five times per week

- **Office Areas**
 - Empty waste/recycle bins in office areas
 - Vacuum all office areas including the hallways
 - Reception Area - Clean entrance Doors
 - Dust and wipe all furniture and tables
- **Servery Area and Student Commons**
 - Empty waste/recycle bins
 - Mop and sanitize all servery, including kitchen areas
 - Windows
- **Staff Lounge**
 - Empty waste/recycle bins in area
 - Wipe and disinfect all furniture, appliances and tables
 - Not responsible for dirty dishes in the sink due to breakage
- **Blackbox, Theater and Gym**
 - Mop and sanitize all areas
 - Dust mop gym floor
 - Wet mop gym floor
 - Clean bleachers
- **Classrooms (Including Open Learning Spaces and Makerspace)**
 - Dust and disinfect the furniture and desks
 - Empty waste/recycle bins
 - Mop and sanitize all classroom areas
- **Restrooms**
 - Mop and sanitize all restrooms
 - Responsible for stocking the paper towels, toilet paper and hand soap
 - Responsible for replenishing the paper towel dispenser
- **Libraries**
 - Dust and disinfect the furniture, bookshelves, and tables
 - Empty waste/recycle bins
 - Vacuum all areas

Covered Outdoor Eating Areas

- Pick up trash on ground and tables

Services to be performed by Vendor once per month

- Empty and clean refrigerators in all staff lounges
- Clean building windows

Services to be performed by Vendor two times a year

- Summer break: Powerwashing hard surfaces
- Winter break: Powerwashing hard surfaces

Services to be performed by Vendor twice a year

- Summer: Auto scrub floors, clean windows, power wash the restrooms, clean carpets, deep clean servery floors, dust all light fixtures and cabinets, clean roofs of debris,
- Winter: Power wash the restrooms, perform required cleaning touch ups, clean servery floors, clean roofs of debris

Janitorial Supplies

- CONTRACTOR will keep inventories of all janitorial supplies and will inform MWA for replenishments. MWA is responsible for purchasing the required and necessary janitorial supplies.

Equipment Supplies and Maintenance

- MWA will be responsible for providing and maintaining the necessary and required cleaning equipment.

II. Delivery Schedule for Performing Services ("Delivery Schedule")

- Contractor agrees to provide cleaning services five (5) days per week unless otherwise specified
- Cleaning Services to be provided between the hours of 5:00 p.m. to 10:00 p.m.

III. Cleaning Fees

- a. Rate per month: \$45,050
- b. Rate per hour for MWA approved, non-contracted work and powerwashing: \$26.00
- b. Additional duties as requested, not included in Exhibit A, will be performed only after both the Contractor and MWA agree with the timing of the duties.

EXHIBIT A
Continued

MAKING WAVES ACADEMY SERVICES/ACTIVITIES TO BE
PERFORMED AND FREQUENCY

OFFICE

SERVERY

STUDENT COMMONS

CLASSROOM (MAKER SPACE AND OPEN LEARNING SPACE)

RESTROOM

LAB

HALLWAYS

ELEVATOR

CONFERENCE

GYM

LIBRARY

STAFF LOUNGE

BLACKBOX AND THEATER

DEEP CLEANING- SUMMER & WINTER

Exhibit A

OFFICE		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Bookcase	Dust		X		
Carpet	Vacuum		X		
Chair	Dust		X		
Desk surface	Damp Clean		X		
Door Handle/knob	Disinfect	X			
Door, Both Sides File	Damp Clean		X		
Cabinets Recycle Bin	Dust		X		
Tables	Empty		X		
Waste Bin	Damp Clean		X		
	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A

SERVERY		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, Soap	Refill				X
Floor	Damp Mop	X			
Recycle Bin	Empty	X			
Sink	Disinfect	X			
Waste Bin	Empty	X			

NOTE: Dispensers are refilled as needed

INITIALS:

MWA _____

Contractor _____

Exhibit A

CLASSROOM (MAKER SPACE & OPEN LEARNING SPACE) Frequency

Item	Task	Daily	Weekly	Monthly	As Needed
White Board and Eraser	Clean		X		
Sink	Unclutter	X			
Student Desk	Align	X			
Trash on Floor	Pick Up	X			
Bookcase	Dust	X			
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Door Handle/Knob	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A

RESTROOM		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, San. Napkins	Empty	X			
Dispenser, Soap	Refill				X
Dispenser, Toilet Paper	Refill				X
Door Handle/Knob	Disinfect	X			
Door lock	Secure				X
Door, Both Sides	Damp Clean		X		
Drain, Floor	Clean	X			
Floor	Damp Mop	X			
Mirrors	Damp Clean	X			
Sinks	Clean/Disinfect	X			
Toilets	Clean/Disinfect	X			
Waste Bin - large	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

LAB Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Unclutter	X			
Student Desk	Align	X			
Trash on Floor	Pick Up	X			
Window	Secure	X			
Bookcase	Dust		X		
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk,Student	Damp Clean	X			
Door Handle/Knob	Disinfect	X			
Door,Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Horizontal Surface	Dust	X			
Waste Bin	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

HALLWAY		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Floor	Damp Mop	X			
Floor	Dust Mop	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

Elevator		Frequency				
Floor	Item	Task	Daily	Weekly	Monthly	As Needed
		Clean Elevator Walls	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

CONFERENCE

Item	Task	Daily	Weekly	Monthly	As Needed
Frequency					
Carpet	Vacuum	X			
Chair	Dust	X			
Door Handle / knob	Disinfect	X			
Door, Both Sides	Damp Clean		X		
White Board & Eraser	Wash		X		

INITIALS:

MWA _____

Contractor _____

Exhibit A

GYM Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Unclutter	X			
Trash on Floor	Pick Up	X			
Counter Top	Disinfect	X			
Door Handle/Knob	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Floor	Wet Mop		X		
Waste Bin	Empty	X			
Bleachers	Dust Mop		X		X
Bleacher	Clean Seats		X		X

INITIALS:

MWA_____

Contractor_____

Exhibit A

Library Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Trash on Floor	Pick Up	X			
Bookcase	Dust		X		
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Door Handle/Knob	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Vacuum	X			
Waste Bin	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

STAFF LOUNGE

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Clean	X			
Chair	Dust	X			
Door Handle/knob	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Recycle Bin	Empty	X			
Tables	Damp Clean	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A

Blackbox and Theater

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Trash on Floor	Pick Up	X			
Door Handle/Knob	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			
Bleachers/Seats	Dust Mop		X		X
Bleachers/Seats	Spot Clean Seats		X		X

INITIALS:

MWA _____

Contractor _____

Exhibit A

DEEP CLEANING

Item	Task
	Deep Cleaning activities take place during two academic breaks unless otherwise noted: December (Winter Break) and August (Summer Break)
Lights:	Dust
Cabinets:	Dust and damp clean inside and top of cabinets
Floors:	Auto scrub
Windows:	Wash interior and exterior of buildings
Vents:	Dust/vacuum air ducts
lockers:	Dust and damp clean locker tops
Blinds:	Dust/vacuum blinds
Walls:	Damp clean walls
Doors:	Damp Clean doors during breaks
Borders (floor trim):	Damp clean borders
Restrooms:	Power wash restroom stalls once a month. Wash walls quarterly.
Roof:	Remove leaves, debris and balls during breaks
Roof:	Blow the leaves from the front entrances every other week
Trash baskets and hallway	Wash
Classroom recycle wastepaper	
Trash baskets and hallway	Wash
Classroom Trash wastepaper	
baskets and hallway	Wash
Exterior large garbage cans-	
compose wastepaper	Wash
Exterior large garbage cans-recycle wastepaper	
	Wash
Exterior large garbage cans-trash wastepaper	
	Wash
Storage & Electrical Closets:	Dust, sweep, remove cobwebs
Hard exterior surfaces (concrete)	Powerwash at Thanksgiving break, February break and Spring break
Carpets:	
library, offices, classrooms	Wash once a year or during breaks as needed
Soft furniture:	Spot clean

INITIALS:

MWA_____

Contractor_____

EXHIBIT A WILL BE AMENDED IN JULY 2021 IN ORDER TO REFLECT MWA'S NEWLY CONSTRUCTED FACILITIES AND ANY RESULTING CHANGES IN CONTRACTOR RESPONSIBILITIES AND CLEANING FEES.

THIS EXHIBIT A IS AGREED TO EFFECTIVE JULY 1, 2020

MAKING WAVES ACADEMY

By _____
Alton B. Nelson, Chief Executive Officer
510.262.1511
510.262.1518 fax

CONTRACTOR

By _____
Pacheco's Cleaning Service
2025 Dover Ave.
San Pablo, CA 94806

Coversheet

Michael's Transportation

Section: IV. Action Items
Item: J. Michael's Transportation
Purpose: Vote
Submitted by: Wallace Wei
Related Material: Making.Waves.Acad.MTS.Agreement.2020.2021_Final_20200615.pdf

BACKGROUND:

We consider bus transportation as one of the essential services we provide to our students, especially those who are in lower grades and who have special needs. We worked with various bus service providers before, and Michael's Transportation Service (MTS) is the only vendor that has been able to consistently provide reliable and high quality services. While the preliminary agreement proposed by MTS includes language stating that MWA agrees to pay MTS "the daily rate as set forth in the agreement" notwithstanding the "unprecedented occurrence" of Covid-19, we were able to negotiate the following terms in the contract that would give us more flexibility during the potential school closure: - We don't need to pay during the school closure, unless there is a government order mandating us to do so. - MTS will provide us up to four buses, which means we have the flexibility to request fewer than four buses. - The service will commence on the start date established by us. - We will keep the cancellation policy in the agreement so that if we cancel a daily run more than 24 hours in advance, there will be no fee. - Add a comprehensive health and safety protocol as the appendix to the agreement. - Formally releasing us from any further payments for this year.

RECOMMENDATION:

To approve the agreement with a fiscal impact of \$565,970.

AGREEMENT FOR THE TRANSPORTATION OF STUDENTS

THIS AGREEMENT is made and entered into this 15th day of June, 2020 (the "Effective Date"), by and between, MAKING WAVES ACADEMY, Inc., a California, Non-Profit Corporation whose principal office is located at 4123 Lakeside Dr., Richmond, CA 94806 ("Customer") and MICHAEL'S TRANSPORTATION SERVICE, INC. (MTS), a California corporation whose principal office is located at 140 Yolano Drive, Vallejo, California 94589 ("Contractor").

RECITALS

WHEREAS, Customer requires the services of Contractor to transport children, Monday through Friday, from Home to School and School to Home during the school year;

WHEREAS, Contractor desires to provide said services in a safe, consistent, and timely manner;

WHEREAS, the coronavirus disease (COVID-19) pandemic has required the closure of schools across the State of California pursuant to orders of the Governor and county Public Health Officers ("Public School Closure");

WHEREAS, a Public School Closure prevented Contractor from providing services after approximately March 13, 2020 through June 10, 2020;

WHEREAS, it is unknown whether the same or a new Public School Closure will occur during the 2020-21 school year;

WHEREAS, Customer may be subject to limits in the operation of its school during the 2020-21 school year in response to COVID-19, which may involve limitations on the number of children that may attend classes, the times during the day when children may attend classes, or both ("School Limitations");

WHEREAS, Contractor may be subject to increased demands in the operation of its buses during the 2020-21 school year in response to COVID-19, which may require changes to the number of children allowed to occupy buses, the number of routes that must be provided to transport children to school, or both ("Special Services");

WHEREAS, the Centers for Disease Control ("CDC") recommend that employees who are sick self-quarantine and not report to work for a period of time after symptoms have dissipated; and

WHEREAS, the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer, which terms and conditions include the adoption of a Health and Safety Protocol and provision of Special Services in response to potential School Limitations imposed by COVID-19.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Customer and Contractor intending to be legally bound, covenant and agree as follows:

AGREEMENT

1. Services. During the 2020-2021 school year, Customer anticipates that its needs for transportation services will be affected by School Limitations, and Contractor anticipates that Special Services may be needed in response to School Limitations. On or about August 7, 2020, Customer agrees to notify Contractor of the anticipated start date of services and the estimated number of students anticipated to require transportation services for each route. Customer agrees to notify Contractor of any changes in the estimated number of students anticipated to require transportation services for each route by no later than the third Friday of each month. Contractor shall furnish, operate, and maintain, for the benefit of Customer, up to 4 passenger buses of sufficient size to transport students as demanded by Customer, Monday through Friday throughout the school year. In the absence of School Limitations, buses and drivers will be provided for three (3) morning and afternoon home-to-school Routes and one (1) morning, afternoon and evening route (“Standard Routes”). Contractor shall pick up Customer’s students at pre-arranged stops, and transport them to/ from Making Waves Academy. If required due to School Limitations, Contractor agrees to provide Special Services, which may include changes to the Standard Routes, as necessary to meet the demands of Customer.
2. Term. This agreement ("Agreement") shall be effective on the date first written above, and the services shall commence on the start date established by Customer in Section 1, and terminate automatically at the conclusion of services on or about June 12, 2021. The agreement may be renewed thereafter by mutual written agreement. Sections 7, 8, 11 and 12 shall survive the termination of this Agreement for three (3) years.
3. Fees. Customer agrees to pay Contractor \$695.00 per bus per day for the morning and afternoon routes. Customer agrees to pay Contractor \$895 per day for the morning, afternoon and evening route.

In light of an unprecedented occurrence, and unless there is a state executive order put into effect which clearly identifies service providers such as Contractor is entitled to continue to receive payments and clearly mandates continued payments to such contractors, performance of the parties shall be suspended during any Public School Closure, but Contractor agrees and will use its best efforts to maintain qualified drivers at the levels required to resume services per the Agreement after any Public School Closure ends. Contractor agrees that Customer is hereby fully and forever released from any further payments for any period of Public School Closure that occurred prior to the Effective Date of this Agreement.

4. Cancellation Policy. If Customer cancels a daily run more than twenty-four (24) hours in advance, there will be no fee. If Customer cancels less than twenty-four (24) hours in advance, there may be a fee of up to fifty percent (50%) of the total charge. If Customer cancels a daily run on the spot, the Customer is subject to a fee of up to one hundred percent (100%) of the total charge.
5. Driver Unavailability. In the event that a driver of one of Customer's routes reports an illness or presents with illness symptoms which warrant self-quarantine, Contractor shall use best efforts to assign another driver to the route to ensure continuous service. Contractor agrees to call the Business Manager for Customer in the event that a substitute driver is not available to provide service despite Contractor's best efforts. Customer will not be charged in the event that bus service is not provided due to driver unavailability.
6. Permits and Licenses. Contractor, its employees, agents and assigns shall secure and maintain valid permits and licenses as required by state and federal law to operate commercial vehicles used in the transportation of children. Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of Customer. Contractor agrees that each driver shall:
 - (i) Possess a valid license or permit issued by California authorizing such person to operate a school bus.
 - (ii) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter
 - (iii) Possess a satisfactory driving record and criminal history record (DOJ/FBI), after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
 - (iv) Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.
7. Safety Program. Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement. Contractor agrees to implement the Health and Safety Protocol on **Exhibit "A"** hereto.
8. Insurance. During the entire term of the Agreement, Contractor shall maintain commercial automobile and general commercial liability insurance in the amount set

forth below and shall furnish certificates of insurance for each policy for liability coverage and Worker's Compensation coverage before the effective date of this Agreement. The policies shall provide, or be endorsed to provide, a thirty (30) day prior written notice of cancellation to Customer, except where cancellation is due to the non-payment of premiums, in which event ten (10) days prior written notice shall be provided to Customer. Contractor shall notify Customer promptly and shall provide appropriate certificates to Customer following the placement of new or renewed coverage.

Contractor shall maintain Commercial General Liability insurance, which shall be written on an occurrence basis with a limit of not less than five million dollars (\$5,000,000) per occurrence and not less than five million dollars (\$5,000,000) in the aggregate against claims for bodily injury, personal and advertising injury, and property damage, and shall include broad form contractual liability coverage. Coverage shall include Sexual Abuse and Molestation . The Sexual Abuse and Molestation coverage may be included under the Commercial General Liability policy or obtained under a separate policy of insurance with limits of not less than \$1,000,000 per occurrence. The Commercial General Liability and Sexual Abuse/Molestation policy(ies) shall be endorsed to name Customer, its Board of Directors, officers, agents and employees as additional insureds with respect to the operations of services and performance of Contractor under this Agreement. Contractor shall maintain Commercial Automobile Insurance with limits of not less than \$5,000,000 per accident for all owned, non-owned and hired automobiles. This policy shall be endorsed to name Customer, its Board of Directors, officers, agents and employees as additional insureds with respect to all services to be performed by Contractor under this Agreement.

Contractor shall maintain Workers Compensation Insurance as required by state law, and Contractor shall be solely responsible for any claims of its employees which may arise from the services provided under this Agreement. Contractor shall also maintain Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed to contain a waiver of subrogation in favor of Customer, its Board of Directors, officers, agents and employees

With respect to Contractor's services and performance under this Agreement, Contractor's insurance shall be primary and any insurance or self-insurance maintained by Customer, its Board of Directors, officers, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

A combination of primary and excess/umbrella policies may be used by Contractor to satisfy its obligations under this Agreement, provided that all such policies shall be endorsed to name Customer, its Board of Directors, officers, agents and employees as additional insureds for all ongoing and completed operations.

9. Independent Contractor. Michael's Transportation is an independent contractor of Customer. Neither party, nor any of its employees, consultants, contractors or agents are employees, consultants, contractors, agents or joint ventures of the other. Neither party has any authority whatsoever to bind the other party by contract or otherwise. Contractor shall not use, and shall not permit any employee or subcontractor to use, any title or reference to Customer which states or suggests that such person is a partner, officer or employee of Customer.
10. Assignments or Subcontracting. Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer which shall not be unreasonably withheld.
11. Indemnification of Customer. Contractor shall hold harmless and indemnify Customer, its Board of Directors, officers, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Contractor and its employees, subcontractors and/or agents in the performance of any Services under this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Contractor or of any employee, agent or subcontractor in relation to this Agreement.
12. Indemnification of Contractor. Customer shall hold harmless and indemnify Contractor, its Board of Directors, officers, contractors, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Customer and its employees, subcontractors and/or agents in relation to this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Customer or of any employee, agent or subcontractor in relation to this Agreement.
13. Attorneys' Fees. The parties hereto agree and acknowledge that in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to such reasonable attorneys' fees and costs as may be awarded.

14. Force Majeure. The obligations of the parties to each perform its obligations as set forth hereunder, shall be suspended to the extent necessary when such performance is unavoidably delayed or prevented because of COVID-19, acts of God, extreme traffic or weather-related delays, government orders or actions, terrorist acts or any other cause beyond the control of the party from which the performance is due.
14. Notices. Any notice which any party desires or is obligated to give another, as provided herein, shall be given in writing and shall be deemed given and effective (i) when delivered personally or by facsimile, or (ii) when received if sent by overnight express or mailed by certified, registered or regular mail, postage prepaid, addressed to a party at its address first stated above, or to such other address as such party may designate by written notice in accordance with the provisions of this Section. E-mail notice may be considered written notice if receipt of such notice is confirmed by reply e-mail. Each party shall provide prompt written notice of an address change or specific mailing instructions not in conformance with the addresses above.
15. Venue. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts in and for Solano County.
16. Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
17. Severability. If any provision of this Agreement is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
18. Waiver. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.
19. Termination and Dispute.
 - (i.) Either party may terminate this Agreement for material breach, after giving the other party thirty (30) day's written Notice to Cure.
 - (ii.) Customer reserves the absolute right without cause to cancel this Agreement at the end of any contract year upon the failure, effective at the end of any contract year, of the state legislature to provide adequate funding to allow Customer to provide transportation services to students within School. In the event Customer shall elect to terminate this Agreement due to state

legislative funding deficiencies, Customer shall give written notice to Contractor on or before May 1 prior to the end of any contract year for services to be rendered in the following contract year.

- (iii.) Either party may terminate this Agreement for convenience upon (30) days written notice to the other party.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Michael's Transportation Service, Inc.,
A California Corporation

Making Waves Academy
A California, Non-Profit Corporation

By:  _____

By: _____

Print Name: April J. Brown

Print Name: _____

Title: Chief Operating Officer

Title: _____

Date: 06/15/20

Date: _____

Exhibit A

Health and Safety Protocol

In order to reduce the potential for spread of COVID-19, and until more stringent measures are recommended by the Contra Costa Public Health Officer or the Contra Costa County Superintendent of Schools specific to school buses, Contractor agrees to implement the following CDC measures:

Driver Measures

- Limit close contact with others by maintaining a distance of at least six (6) feet, when possible.
- Request passengers avoid standing or sitting within six (6) feet of the bus driver.
- Avoid touching surfaces often touched by bus passengers.
- Use gloves if required to touch surfaces contaminated by body fluids.
- Practice routine cleaning and disinfection of frequently touched surfaces, including surfaces in the driver cockpit commonly touched by the driver.
- Proper hand hygiene is an important infection control measure. Wash your hands regularly with soap and water for at least twenty (20) seconds. If soap and water are not readily available, use an alcohol-based hand sanitizer containing at least sixty percent (60%) alcohol.
- Key times to clean hands in general include:
 - Before, during, and after preparing food;
 - Before eating food;
 - After using the toilet; and
 - After blowing your nose, coughing, or sneezing.
- Additional times to clean hands on the job include:
 - Before and after work shifts;
 - Before and after work breaks;
 - After touching frequently touched surfaces, such as fareboxes and handrails; and
 - After putting on, touching, or removing cloth face coverings.
- Avoid touching your eyes, nose, or mouth.

Contractor Measures

- Follow applicable orders of the local county health officer.
- Take steps to help prevent the spread of COVID-19 if an employee is sick. Actively encourage sick employees to stay home. Sick employees should not return to work until the criteria to discontinue self-quarantine are met, in consultation with healthcare providers and state and local health departments.

- Implement flexible sick leave and supportive policies and practices.
- Adopt a procedure for drivers to follow if drivers become sick.
- Designate someone to be responsible for responding to COVID-19 concerns. Drivers should know who this person is and how to contact them.
- Provide drivers with correct information about COVID-19, how it spreads, and risk of exposure.
- Conduct bus inspections and worksite assessments to identify COVID-19 prevention strategies.
- Provide employees training on proper hand washing practices and other routine infection control precautions. This will help prevent the spread of many diseases, including COVID-19.
- Provide employees access to soap, clean running water, and drying materials or alcohol-based hand sanitizers containing at least sixty percent (60%) alcohol at their worksite.
- Provide employees with appropriate gloves when necessary and providing training on properly using them.
- Provide disposable disinfectant wipes so that surfaces commonly touched by the bus driver can be wiped down. To disinfect, use products that meet the EPA's criteria for use against SARS-CoV-2, diluted household bleach solutions, or alcohol solutions with at least seventy percent (70%) alcohol, and are appropriate for the surface. Provide employees training on manufacturer's directions for use.
- Provide tissues and no-touch disposal receptacles for use by employees.
- Place posters that encourage staying home when sick, covering coughs and sneezes, and washing hands often practices at the entrance to the workplace and in other workplace areas where they are likely to be seen.
- Contact local public health officials to establish ongoing communications to facilitate access to relevant information before and during a local outbreak.
- Follow all applicable federal regulations and public health agency guidelines.

Coversheet

Designation of North Coast Section, CIF Representatives to the League

Section: IV. Action Items
Item: K. Designation of North Coast Section, CIF Representatives to the League
Purpose: Vote
Submitted by: Jeff Hazel Athletic Director
Related Material: CIF MWA Ratification Form 2020-2021.pdf

BACKGROUND:

This document is required yearly by the CIF/NCS designating Making Waves' Academy's allowed representation at CIF and NCS Meetings. Mr. Nelson is the league representative from the Bay Counties League to the NCS Board of Managers meetings. If he is unable to attend, one of the other three designees may attend and vote on his behalf.

RECOMMENDATION:

Pass as we have every previous year



NORTH COAST SECTION, CIF

Pat Cruickshank, Commissioner of Athletics

5 Crow Canyon Ct., Suite 209, San Ramon, CA 94583 Tel.: (925) 263-2110, Fax: (925) 263-2120, Web: www.cifncs.org

TO: PRINCIPALS/HEADMASTERS OF NCS MEMBER SCHOOLS
FROM: Pat Cruickshank, Commissioner of Athletics
DATE: April 20, 2020
SUBJECT: SCHOOL DISTRICT BOARD OF EDUCATION/PRIVATE SCHOOL GOVERNING BOARD
RATIFICATION OF VOTING REPRESENTATIVES TO ATHLETIC LEAGUES FOR THE
2020-2021 SCHOOL YEAR.

The State CIF recently sent the 2020-2021 Ratification of Voting Representatives to each school district/private school governing board. Here is our follow up to that. Every year NCS staff receives questions concerning this form. It is very important that this process is completed and having a complete form will provide voting compliance at league and section meetings. Any individual who may ultimately be a voting member at a league governing board meeting, or as a representative to any of the standing North Coast Section, CIF committees (Sports Advisory Committee, Sportsmanship Committee, Alignment Committee, Finance Committee, Eligibility Committee, Executive Committee or Board of Managers) must be ratified by the school district board of education or private school governing board. Enclosed is a blank form as well as a form that suggests how the form should be completed. You may also secure a fillable PDF form at the following link: http://www.cifncs.org/coaches-admin/ratification/Blank_form.pdf. Governing boards can have one form per school or use one form to list representatives for multiple schools within the jurisdiction of the board. Your help in completion of the form, approval by the governing board, and return of the completed form **to the NCS Office** no later than August 1, 2020 is greatly appreciated.

PAGE 2 – Letter from CIF to Superintendents and Presidents. Although the CIF has stated a desired deadline date of June 28th, NCS is listing August 1st to give schools more time to reflect potential changes in administration prior to the start of the 2020-2021 school year.

ON THE ATTACHED FORM (PAGE 3)

Each local school district Board of Education or private school governing board will ratify to the appropriate CIF section office (North Coast Section, CIF) by August 1st of each year the appointment of individuals and alternates by name or by title who will be school representatives to the athletic leagues for the upcoming year. In the absence of the appropriate filing, all voting privileges for the affected school(s) shall be suspended.

SAMPLE FORM (PAGE 5)

This form is a sample of how the form can be completed by name and by position, avoiding issues when personnel change after the form has been submitted for the 2020-2021 school year.

If your school or district have any questions, please do not hesitate to contact the NCS Office and speak to me directly. Your timely cooperation with this required process is greatly appreciated.

Email: pcruickshank@cifncs.org
Phone: 925-263-2110 x221



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 15, 2020

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2020-2021**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2020 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2020.**

_____ School District/Governing Board at its _____ meeting,
 (Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ Fax _____

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

CIF SECTION OFFICES

CIF CENTRAL SECTION

Jim Crichlow, Commissioner
P.O. Box 1567
Porterville, CA 93258
Phone: (559) 781-7586
Fax: (559) 781-7033
Email: jcrich@cifcs.org

CIF OAKLAND SECTION

Franky Navarro, Commissioner
1000 Broadway, Ste. 150
Oakland, CA 94607
Phone: (510) 879-2846
No fax number

CIF CENTRAL COAST SECTION

Duane Morgan, Commissioner
333 Piercy Road
San Jose, CA 95138
Phone: (408) 224-2994
Email: dmorgan@cifccs.org

CIF SAC-JOAQUIN SECTION

Michael Garrison, Commissioner
P.O. Box 289
Lodi, CA 95241
Phone: (209) 334-5900
Email: kjohnson@cifsjs.org

CIF LOS ANGELES SECTION

Vicky Lagos, Commissioner
10660 White Oak Avenue, Suite 216
Granada Hills, CA 91344
Phone: (818) 767-0800
Email: vlagos@cif-la.org

CIF SAN DIEGO SECTION

Joe Heinz, Commissioner
3636 Camino Del Rio North #200
San Diego, CA 92108
Phone: (858) 292-8165
Email: stacycifds@gmail.com

CIF NORTH COAST SECTION

Pat Cruickshank, Commissioner
5 Crow Canyon Court, Suite 209
San Ramon, CA 94583
Phone: (925) 263-2110
Email: slivingston@cifncs.org

CIF SAN FRANCISCO SECTION

Don Collins, Commissioner
555 Portola Drive, Bungalow 2
San Francisco, CA 94131
Phone: (415) 920-5185
Fax: (415) 920-5189

CIF NORTHERN SECTION

Elizabeth Kyle, Commissioner
2241 St. George Lane, Suite 2
Chico, CA 95926
Phone: (530) 343-7285
Email: lkyle@cifns.org

CIF SOUTHERN SECTION

Rob Wigod, Commissioner
10932 Pine Street
Los Alamitos, CA 90720
Phone: (562) 493-9500
Email: sharonh@cifss.org

2014-2015 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 25, 2014.**

Good and Best _____ School District/Governing Board at its _____ Date _____ meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Good High School
 NAME OF REPRESENTATIVE Alex Good or acting Principal POSITION Principal
 ADDRESS 112 Main Street CITY Good ZIP 11111
 PHONE 123-123-1234 FAX 123-123-1235 E-MAIL goodemail@good.com

NAME OF SCHOOL Good High School
 NAME OF REPRESENTATIVE Megan Terrific or acting AD POSITION Athletic Director
 ADDRESS 112 Main Street CITY Good ZIP 11111
 PHONE 123-123-1234 FAX 123-123-1235 E-MAIL mterific@good.com

NAME OF SCHOOL Best High School
 NAME OF REPRESENTATIVE Betty Best or acting Principal POSITION Principal
 ADDRESS 1290 18th Street CITY Good ZIP 11111
 PHONE 123-234-2345 FAX 123-234-2346 E-MAIL bbest@best.com

NAME OF SCHOOL Best High School
 NAME OF REPRESENTATIVE Mark Fantastic or acting AD POSITION Athletic Director
 ADDRESS 1290 18th Street CITY Good ZIP 11111
 PHONE 123-234-2345 FAX 123-234-2346 E-MAIL mfantastic@best.com

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Peter Excellent Signature _____
 Address 5 Outstanding Ave. City Good Zip 11111
 Phone 123-456-4567 Fax 123-456-4568

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

Coversheet

CEO 2020-2021 Contract

Section: IV. Action Items
Item: L. CEO 2020-2021 Contract
Purpose: Vote
Submitted by:
Related Material: Alton B. Nelson Jr. FY20 Compensation Statement_Redacted.pdf
CEO Comp Study.png
PayScale MWA CEO 2020 Comp Study.pdf

Total Compensation Statement



July 1, 2020

Alton B. Nelson, Jr.



Dear Alton B. Nelson, Jr.,

This letter confirms your position with Making Waves Academy for the 2020-2021 academic year, as the Chief Executive Officer at Making Waves Academy. Your direct supervisors are the Making Waves Academy Board of Directors. This letter does not alter the fact that your employment with MWA is at-will.

I am very pleased to show you the various elements that make up your total compensation, effective July 1, 2020. Your benefit package represents a significant addition to your cash compensation. This statement outlines the total income opportunity and benefits (Compensation Package) provided to you by Making Waves Academy as well as the cost of those benefits.

Annual Cost of Living Adjustment Status

Due to budget adjustments made as a result of the COVID-19 pandemic, employees will not receive an annual cost-of-living adjustment to their salary or hourly wages.

Temporary Cost of Living Adjustment Stipend Status

The Temporary Cost of Living Adjustment Stipend (TCOLAS) for the 2020-2021 academic year will continue to be distributed, but could be reduced in the middle of the year if further budget adjustments are made. The amount of the reduction and timing of this reduction is still to be determined (TBD).

Bonuses

Historically, your compensation has included a bonus for the past year's performance, based on a variety of metrics. Though you met or exceeded all expectations yet again, given the budget outlook, we have accepted your request to reduce your bonus significantly.

Please review this information carefully. If there is a specific benefit that you would like to discuss in more detail, please do not hesitate to call the Human Resources Department at humanresources@mwacademy.org.

We value and appreciate your commitment and contribution to Making Waves Academy.

Your Total Compensation Statement

I. Employer Paid Benefits (Itemized Projection)		II. Total Compensation Projection	
Medical	\$21,143	Annual Salary (No change from FY 19-20)	\$288,000
Dental	\$2,540	FY20 Performance	\$12,500
Vision	\$228	Bonus (Reduced by 50%)	
Basic Life Insurance	\$292	TCOLAS Stipend	\$12,000
Long-Term Disability	\$491	Benefits	\$79,986
Retirement (STRS)	\$55,292	Total Compensation	\$392,486
Annual Total Insurance Benefits Estimate	\$79,986		

Sincerely,



Alicia Klein
MWA Board President

SIGN TO ACKNOWLEDGE RECEIPT.

By: _____ Date: _____

Please return a signed copy of both pages of this letter to Human Resources via DocuSign.

Organization	Revenue	Approx Staff	Students	Key Employee(s)	Cash Compensation	Year	Headquarter Location	Scholl Type
COMPENSATION OF CHIEF EXECES								
MOST RECENT DATA AVAILBLE FOR SAMPLE SCHOOLS MWA COMPETES WITH FOR EXECUTIVE TALENT								
Sources: 990s, Nat't. Center for Ed Statistics,	publically	available	data					
Lighthouse Community Public Schools	\$17M	227	1300	Jenna Stauffer (CEO)	\$ 171,728	2018	Oakland, CA	Public Charter
Leadership Public Schools (9-12)	\$20M	283	1,500	Louise Iwaters (CEO)	\$ 216,072	2017	Oakland, CA	Public Charter
Summit Public Schools	\$59M	439	2,000	Diane Tavennerceo (CEO)	\$ 403,031	2017	Redwood City, CA	Public Charter
RocketShip Education Bay Area (K-8)	\$99M	1,269	6,000	Preston Smith (CEO & President)	\$ 274,697	2018	Redwood City, CA	Public Charter
San Rafael City Schools ES + HS	\$100M	500	7,200	Jim Hogeboom	\$ 285,000	2020	San Rafael, CA	Traditional Public District
Tamalpais Union High (9-12)	\$95M	*	5,000	David T. Yoshihara	\$ 298,651	2018	Corte Madera, CA	Traditional Public District
WCCUSD (K-12)	\$468M	2,800	32,200	Matthew Duffy (Superintendent)	\$ 276,800	2018	Richmond, CA	Traditional Public District
Berkeley USD (K-12)	\$155M	1,100	9,800	Dr. Brent Stevens (New Superintendent)	\$ 239,000	2018	Berkeley, CA	Traditional Public District
SF University High School (9-12)	\$27M	220	410	Julia Eells (Head of School)	\$ 584,387	2018	San Francisco,CA	Independent
The Branson School (9-12)	\$22M	156	320	Chris Mazzola (Head of school)	\$ 310,048	2018	Ross, CA	Independent
Head Royce (K-12)	\$39M	545	875	Crystal Land (Head of School)	\$ 442,308	2018	Oakland, CA	Independent
Bentley School (K-12)	\$27M	251	690	Arlene Hogan (Head of School)	\$ 552,440	2018	Oakland, CA	Independent
*Staff counts not available for some schools								

PayScale Market Report



Job: CEO-MWA - CEO-MWA

Job Summary

Determine overarching goals and initiatives. Establish positive relationships with stakeholders and other business leaders. Drive strategic planning, business development, and fiscal operations. Typical years experience in field of 30 years. Typically holds Master's Degree (non-MBA). Supervisory Role: Yes. Number Supervised: 100 people. Highest Level Managed: Senior Management Level. People Management Tasks: Hire employees, Mentor and advise, Promote employees, Assign and evaluate work, Terminate employees, Review performance annually, Set pay. Signing Authority: Yes. Skills/Specialties include Operations Management, Strategic Planning.

Answers to Compensable Factors

Ordered by matching precedence

1. PayScale Job Title: Chief Executive Officer (CEO)
2. Location: San Francisco-Redwood City-South San Francisco, California Metropolitan Area
3. Organization Type: Non-Profit Organization
4. Years Experience in Field/Career: 30
5. Signing Authority: Yes
6. Skill/Specialty: Operations Management, Strategic Planning
7. Highest Level Managed: Senior Management Level
8. Degree: Master's Degree (non-MBA)
9. Number Supervised: 100
10. People Management Tasks: Hire employees, Mentor and advise, Promote employees, Assign and evaluate work, Terminate employees, Review performance annually, Set pay

Report Stats

Report date: **June 9, 2020**
 Effective date: **May 10, 2020**
 Algorithm version: **2020.03**
 Profiles analyzed: **5,126**
 Report rating (1 to 5): **1.0**. Pay has high variability for this job in this labor market.

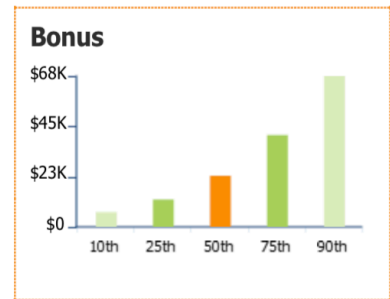
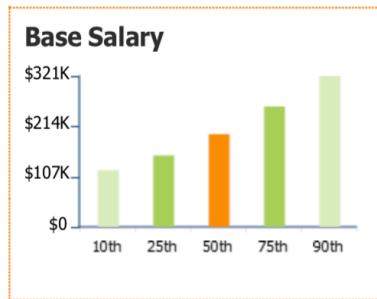
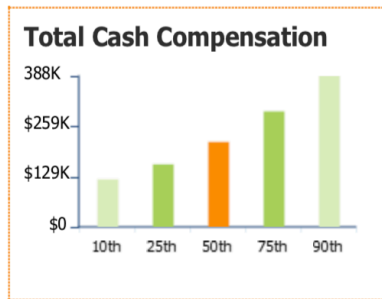


PayScale Market Report

Job: CEO-MWA - CEO-MWA

Compensation Summary

This PayScale compensation report represents a snapshot of market results for the position **CEO-MWA - CEO-MWA** and location **San Francisco, California, United States**. To ensure the most accurate report, confirm that the PayScale Job and profile details on the following page describe this position and labor market accurately.



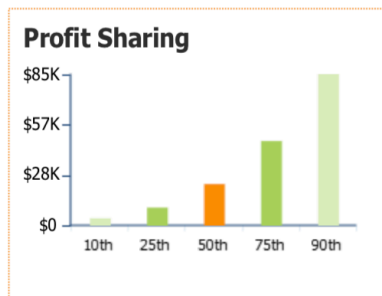
10th:	\$118,568
25th:	\$157,231
50th:	\$214,897
75th:	\$293,446
90th:	\$388,183
Average:	\$220,118

10th:	\$117,394
25th:	\$149,157
50th:	\$194,478
75th:	\$253,415
90th:	\$321,457
Average:	\$197,882

100% Reported

10th:	\$5,969
25th:	\$11,643
50th:	\$22,306
75th:	\$40,535
90th:	\$67,633
Average:	\$24,198

28% Reported



10th:	\$3,152
25th:	\$9,192
50th:	\$22,428
75th:	\$46,598
90th:	\$84,842
Average:	\$25,162

2% Reported

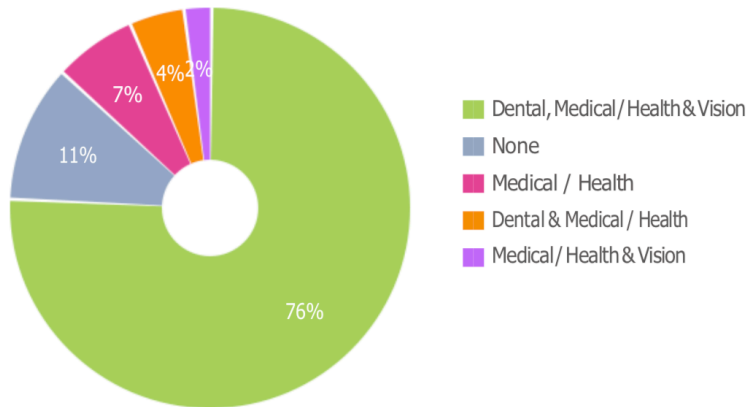
PayScale Market Report



Job: CEO-MWA - CEO-MWA

Benefits Summary

The following chart lists popular benefits for the position **CEO-MWA - CEO-MWA** and location **San Francisco, California, United States**. The percentages represent the distribution of data collected from individuals who have reported receiving such benefits from their employers.



Benefit	Percent Received
Dental, Medical / Health & Vision	76%
None	11%
Medical / Health	7%
Dental & Medical / Health	4%
Medical / Health & Vision	2%

Other Popular Benefits for this Position:

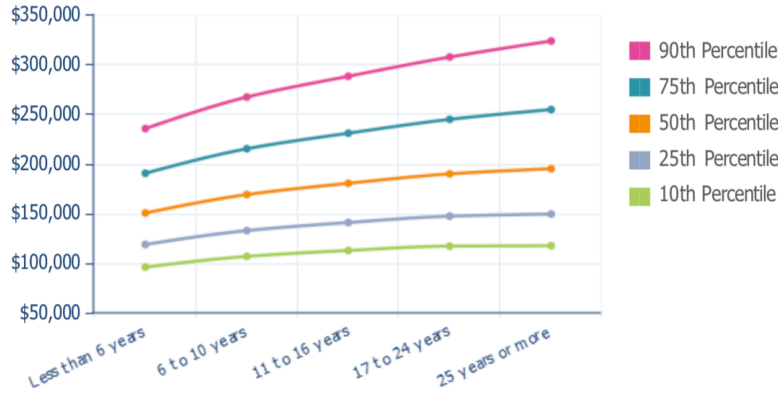
- Paid Holidays / Vacation
- Paid Sick Leave
- Cell Phone
- 401(k)
- Casual Dress/Atmosphere

PayScale Market Report



Job: CEO-MWA - CEO-MWA

Salary By Experience



<i>Base Salary - Your Search</i>	Percent	10th	25th	50th	75th	90th
		\$117,394	\$149,157	\$194,477	\$253,415	\$321,456
Less than 6 years	18.5%	\$94,657	\$117,419	\$149,017	\$188,950	\$233,828
6 to 10 years	21.5%	\$105,387	\$131,331	\$167,539	\$213,553	\$265,536
11 to 16 years	21.3%	\$111,361	\$139,437	\$178,838	\$229,197	\$286,396
17 to 24 years	18.5%	\$115,725	\$145,811	\$188,334	\$243,092	\$305,723
25 years or more	20.2%	\$116,096	\$147,932	\$193,505	\$252,968	\$321,836

PayScale Market Report



Job: CEO-MWA - CEO-MWA

Methodology



Data Collection

At PayScale, we administer the largest real-time salary survey in the world with more than 250,000 new survey records being added every month for positions from every industry, company size and location. Our database of more than 55 million salary profiles is updated nightly to reflect the most detailed, up-to-date compensation information available. We collect data 24/7/365 from visitors to our website, www.payscale.com. They come for many reasons, but mostly to prepare to ask for a raise, evaluate a job offer, or just to know how they stack up against others in similar positions.

Data Validation

Data Filtration

Profiles are reviewed using advanced, patent-pending algorithms to check for outliers or illogical data sequences before being used in our reports. Any data profile deemed questionable, incomplete, outside expectations or duplicated is discarded and not used in calculating compensation.

Defend Against Attempts to "Stuff the Ballot Box"

Our validation algorithm automatically detects and rejects excessive data coming from any one person or IP address.

Standardize the Data

You say "computer programmer," I say "software developer." PayScale technology normalizes data across multiple attributes to recognize that we're talking about the same job.

Data Accuracy

Our research has shown that our market data is not only within expected ranges, but is more accurate than reports from other data providers. This is because the reported data is more precisely matched to both the type and size of organization, and the skills and experience of the position.

Data Analysis and Reporting

Individual profiles are maintained in our database in their entirety, preserving the detailed data points that make each record unique. Our software does not modify or blend profile data, use inflation or cost-of-living adjustments, or age data. This way, we help you avoid the shortcomings of traditional surveys that use "averages of averages" or "surveys of surveys" approaches to market data reporting.

Market Match™

The MarketMatch™ algorithm looks at more than 250 compensable factors and the relationships between those factors when finding the ideal matches for positions. For example, it has the intelligence to identify the facts that most employers pay more for employees with more experience or who are located in large urban areas. Even with as much data as we have (more than 15,000 job titles), there can still be gaps and in those cases, MarketMatch makes sophisticated mathematical predictions to get the answers you need.

Coversheet

PowerSchool Renewal

Section: V. Consent Action Items
Item: A. PowerSchool Renewal
Purpose: Vote
Submitted by: Damon Edwards

Related Material:

Making Waves SIS and Test Bed Renewal Quote.pdf

Making Waves Addendum to Sales Cointract for Ed Code compliance (1).pdf

BACKGROUND:

PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data.

RECOMMENDATION:

Please approve the annual PowerSchool agreement with a fiscal impact of \$16,696.45 in the 2020/2021 school year.



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 3/17/2020
Quote #: Q-332383-1

Prepared By: Aidan Becker
Customer Name: Making Waves Academy

Customer Contact: Carmen Velarde
Title: Data and Online Systems
Administrator
Address: 4123 LAKESIDE DR
City: RICHMOND
State/Province: California
Zip Code: 94806
Phone #: (510) 262-1511 x1117

Contract Term: 12 Months
Start Date: 7/27/2020
End Date: 7/26/2021

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
PowerSchool SIS Hosting Test Bed Annual	1,110.00	Students	USD 2.89	USD 3,207.90
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 444.47	USD 444.47
PowerSchool SIS Subscription	1,110.00	Students	USD 7.29	USD 8,091.90
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 445.58	USD 445.58
PowerSchool SIS Hosting	1,110.00	Students	USD 4.06	USD 4,506.60

License and Subscription Totals: **USD 16,696.45**

Year One Total	USD 16,696.45
-----------------------	----------------------

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All PowerSchool invoices must be paid within thirty (30) days of the date on the invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Making Waves Academy

Signature:



Signature: _____

Printed Name: Gregg Clevenger

Printed Name: _____

Title: Chief Financial Officer

Title: _____

Date: 3-17-2020

Date: _____

PO Number: _____

Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1

IN CONSIDERATION of the mutual promises by PowerSchool Group LLC (“Service Provider”) and Making Waves Academy (“LEA”) (collectively, the “Parties”) in this Addendum and in the PowerSchool Master Services Agreement between LEA and Service Provider with a term of July 27, 2020 to July 26, 2021 (“Agreement”), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to enter into this Addendum to the Agreement. The Parties agree as follows:

1. The terms and conditions of the Agreement are incorporated herein by reference.
2. This Addendum shall remain in full force and effect during the entire Term of the Agreement. No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to the Agreement, the exhibits thereto or the Service Provider’s Privacy Policy shall nullify or modify the terms of this Addendum.
3. Pupil records obtained by Service Provider from LEA continue to be the property of and under the control of the LEA. Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees or contractors. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the Service Provider’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
5. Pupils may retain possession and control of their own pupil-generated content and transfer pupil-generated content to a personal account, to the extent consistent with the functionality of the Service Provider’s Products and Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will provide the option to transfer pupil account data into a family account (to be paid for by the pupil or parent/guardian separately).
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will work with Making Waves Academy to

make the personally identifiable information in the pupil's records that are accessed, stored, or maintained by the Service Provider available for the parent, guardian or eligible pupil's review and correct any erroneous information contained in such records.

7. Service Provider shall take commercially reasonable actions to ensure the security and confidentiality of pupil records. Its security measures are designed to protect the pupil records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alteration, and destruction and include but are not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records and using individual user accounts, access controls, auditing and logging, and encryption to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of the Service Provider's Products and Services under the Agreement.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall immediately notify Making Waves Academy thereof in writing and use commercially reasonable efforts to remedy such breach.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider after termination or upon completion of the terms of the Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Service Provider will, within thirty (30) days of receipt of a written request from Making Waves Academy, provide written notice that pupil records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

11. Making Waves Academy and Service Provider agree to comply with all applicable California and federal laws and regulations including but not limited to the Family Educational Rights And Privacy (FERPA) and California Education Code section 49073.1.

12. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

IN WITNESS WHEREOF, each party hereto has caused this Addendum to be executed by its authorized representative and agrees that an electronic signature of an authorized

representative constitutes a valid signature for such party, effective as of the date first set forth below.

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

By: _____

Name: _____

Title: _____

Date: _____

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630

By:  _____
170B9E005E66422...

Name: Philip Radmilovic _____

Title: VP Controller _____

Date: 6/3/2020 _____

Coversheet

SchoolMint Renewal

Section: V. Consent Action Items
Item: B. SchoolMint Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: 11204-Making Waves Academy-SchoolMint MultApply Renewal 2020.pdf
11202-Making Waves Academy-SchoolMint Renewal 2020.pdf

BACKGROUND:

SchoolMint is an online enrollment and communication platform, working with public, charters and private schools, to make the enrollment and lottery process for parents easier, and faster.

RECOMMENDATION:

Please approve the annual Schoolmint agreements with a fiscal impact of \$10,164.72 in the 2020/2021 school year.



**Renewal Notice for
Making Waves Academy
MultApply: West Contra Costa
May 04, 2020**

Created by:

Liz Deustua
SchoolMint, Inc.

Prepared for:

Damon Edwards
Making Waves Academy



To our valued SchoolMint Customers,

Although COVID-19 has dramatically reshaped and rescheduled our lives, the SchoolMint team remains focused on assisting and supporting our families, employees, customers, and communities during this crisis. Our sincerest heartfelt support goes out to all those affected.

SchoolMint recognizes the critical role our technology plays in the success of your organization and have taken every measure to ensure we remain fully operational. Our staff is prepared and equipped to safely support you and is ready to assist during these trying times.

As we approach your upcoming SchoolMint subscription renewal, we want to thank you for your continued support and reassure you we will continue to make every effort to provide the excellent service which you have come to expect from us. Now more than ever we realize the importance of supporting online operations and SchoolMint is committed to partnering with you in our shared mission.

Please contact your customer success manager should you need special arrangements during this difficult time. We are here to help you and again, thank you for your continued support.

A handwritten signature in black ink, appearing to read "Bryan MacDonald".

Bryan MacDonald, CEO



Renewal Proforma Invoice for Making Waves Academy

We appreciate your loyalty as a SchoolMint customer and look forward to continuing to provide SchoolMint products and services to support your enrollment and behavior practices. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

This Proforma Invoice is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves Academy ("Customer") as of 2020-06-05 pursuant to the terms of the initial Master Service Agreement (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Proforma Invoice. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect.

This Order Form shall remain in effect until 2021-06-04 ("Subscription End Date") unless earlier terminated in accordance with the Agreement. By signing below, customer agrees to receive an invoice for the subscription period based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

To avoid service interruption, please return this signed renewal notification before 2020-06-04

**** If a purchase order is required, please submit a copy along with this signed notification. ****

At the end of each initial Subscription Term and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5% and will notify Client of such increase prior to each renewal.

	Quantity
# of Sites	2
Subscription Term	2020-06-05 - 2021-06-04

Name	QTY	Subtotal
MultApply - App & Lottery	2	\$5,372.22

Total \$5,372.22

LICENSE LIMITATIONS AND FEES

Thank you for being a loyal SchoolMint, Inc. customer!

*Text messaging sufficient to meet the needs of most organizations is included in your license, based on contract value. An allotment of voice calls is also included for customers purchasing a voice call license. If necessary for higher levels of usage, additional packages of messages or calls can be purchased through SchoolMint. See more details here: [SchoolMint Text Messaging Terms](#)

Rate Schedule:

The following is a schedule of rates for additional services.

Type	Description	Hourly Rate
Account Service	Account service from Customer Success Manager including project management, site configuration, solution consultation, preparation and delivery of training, etc.	\$150
Data Entry	Basic data entry including creation of additional online forms, entry of language translations, etc.	\$100
Professional Services Engineering	Data import/export work including polygon ingestion for catchment areas, creation of custom reports, generation of imports, additional SIS mapping work, etc.	\$150
Engineering & Customization	Any custom request requiring product and/or engineering involvement; includes specification gathering, design, development & testing of custom work	\$250

Accepted and agreed by the authorized representative of each party:

Making Waves Academy

By: _____

Name: _____

Title: _____

Date: _____

Payment Options

Payments can also be made by bank transfer to:

Bank Name: Webster Bank

Please make all checks payable to

SchoolMint, Inc.

Thank you for being a loyal SchoolMint, Inc. customer!

251 Post Street Powered by BoardOnTrack.com, CA 94108

Bank Holder: SchoolMint, Inc.

Account No.: 23135570

ABA/Routing #: 211170101

6625 Miami Lakes Drive, Suite 231

Miami Lakes, FL 33014

Terms: Net 30 days

Credit Card Payments subject to 3.5% convenience fee

Please call 800-396-1615, Option 1

Thank you for being a loyal SchoolMint, Inc. customer!

251 Post Street Powered by BoardOnTrack.com, CA 94108



Licensee Information Sheet

(Please submit a completed copy with the Contract)

Main Contact (Contract signer):

Name:

Phone:

Email address:

Invoicing Contact:

Bill to Company Name:

Email address:

Address:

Phone Number:

Customer Notes:

**If your organization is participant in a Co-Op, please let us know here!

Thank you for being a loyal SchoolMint, Inc. customer!

251 Post Street Powered by BoardOnTrackSM CO, CA 94108

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SchoolMint Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 251 Post Street, Suite 200</p> <p>6 City, state, and ZIP code San Francisco, CA 94108</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional) Remit to: 6625 Miami Lakes DR, Ste 231 Miami Lakes, FL 33014</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6	-	3	5	8	9	7	0	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/31/2020</u>
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Renewal Notice for
Making Waves Academy
Update: June 1, 2020**

Created by:

Liz Deustua
SchoolMint, Inc.

Prepared for:

Alton Nelson
Making Waves Academy



To our valued SchoolMint Customers,

Although COVID-19 has dramatically reshaped and rescheduled our lives, the SchoolMint team remains focused on assisting and supporting our families, employees, customers, and communities during this crisis. Our sincerest heartfelt support goes out to all those affected.

SchoolMint recognizes the critical role our technology plays in the success of your organization and have taken every measure to ensure we remain fully operational. Our staff is prepared and equipped to safely support you and is ready to assist during these trying times.

As we approach your upcoming SchoolMint subscription renewal, we want to thank you for your continued support and reassure you we will continue to make every effort to provide the excellent service which you have come to expect from us. Now more than ever we realize the importance of supporting online operations and SchoolMint is committed to partnering with you in our shared mission.

Please contact your customer success manager should you need special arrangements during this difficult time. We are here to help you and again, thank you for your continued support.

A handwritten signature in black ink, appearing to read "Bryan MacDonald". The signature is fluid and cursive, with the first name "Bryan" written in a larger, more prominent script than the last name "MacDonald".

Bryan MacDonald, CEO



Renewal Proforma Invoice for Making Waves Academy

We appreciate your loyalty as a SchoolMint customer and look forward to continuing to provide SchoolMint products and services to support your enrollment and behavior practices. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

This Proforma Invoice is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves Academy ("Customer") as of 2020-06-05 pursuant to the terms of the initial Master Service Agreement (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Proforma Invoice. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect.

This Order Form shall remain in effect until 2021-06-04 ("Subscription End Date") unless earlier terminated in accordance with the Agreement. By signing below, customer agrees to receive an invoice for the subscription period based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

To avoid service interruption, please return this signed renewal notification before 2020-06-30

**** If a purchase order is required, please submit a copy along with this signed notification. ****

At the end of each initial Subscription Term and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5% and will notify Client of such increase prior to each renewal.

	Quantity	
# of Students	1065	
# of Sites	2	
Subscription Term	2020-06-05 - 2021-06-04	
Name	QTY	Subtotal
SM Online Payments, Re-Enrollment & Registration	1	\$4,792.50

Thank you for being a loyal SchoolMint, Inc. customer!

251 Post Street Powered by BoardOnTrack.com, CA 94108

Total **\$4,792.50**

LICENSE LIMITATIONS AND FEES

*Text messaging sufficient to meet the needs of most organizations is included in your license, based on contract value. An allotment of voice calls is also included for customers purchasing a voice call license. If necessary for higher levels of usage, additional packages of messages or calls can be purchased through SchoolMint. See more details here: [SchoolMint Text Messaging Terms](#)

Rate Schedule:

The following is a schedule of rates for additional services.

Type	Description	Hourly Rate
Account Service	Account service from Customer Success Manager including project management, site configuration, solution consultation, preparation and delivery of training, etc.	\$150
Data Entry	Basic data entry including creation of additional online forms, entry of language translations, etc.	\$100
Professional Services Engineering	Data import/export work including polygon ingestion for catchment areas, creation of custom reports, generation of imports, additional SIS mapping work, etc.	\$150
Engineering & Customization	Any custom request requiring product and/or engineering involvement; includes specification gathering, design, development & testing of custom work	\$250

Accepted and agreed by the authorized representative of each party:

Making Waves Academy

By: _____

Name: _____

Title: _____

Date: _____

Payment Options

Payments can also be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint, Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Please make all checks payable to
SchoolMint, Inc.

6625 Miami Lakes Drive, Suite 231

Miami Lakes, FL 33014

Terms: Net 30 days

Credit Card Payments subject to 3.5% convenience fee

Please call 800-396-1615, Option 1



Licensee Information Sheet

(Please submit a completed copy with the Contract)

Main Contact (Contract signer):

Name:

Phone:

Email address:

Invoicing Contact:

Bill to Company Name:

Email address:

Address:

Phone Number:

Customer Notes:

**If your organization is participant in a Co-Op, please let us know here!

MASTER SERVICE AS A SOFTWARE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by SchoolMint, Inc. with a primary place of business at 564 Market St. Suite 500 San Francisco, CA 94104 ("SchoolMint") and Making Waves Academy Schools located at 4123 Lakeside Dr., Richmond, CA 94806 ("Licensee") as of 2020-06-05 ("Effective Date"). The parties hereby agree as follows:

1. DEFINITIONS

- a. "Additional Licenses" means licenses that may be procured during the Term in addition to the initial licenses as set forth in an Order Form.
- b. "Enterprise Support. If set forth in an Order Form, Enterprise Support includes Standard Support plus telephone support and a dedicated support liaison.
- c. "Licensee Content" means any original content submitted by Licensee through use of the Services, or content that has been collected from other sources and provided by Licensee. "Licensee Content" may include but is not limited to electronic data or information in any format including text, images, video, audio, or other media file.
- d. "Malicious Code" means any computer code, file or program that is designed or intended to scrape the website, disrupt, damage, limit, do harm to or otherwise interfere with the computer system of another or compromise the Services. Malicious Code may include but is not limited to: viruses, Trojan horses or worms.
- e. "Named User(s)" means an employee, contractor or agent of Licensee as well as School Administrators residing working at Making Waves Academy authorized to use the Services on behalf of Licensee by submitting a username and password.
- f. "Order Form" means a document referencing this Agreement in which the business terms of an arrangement are sufficiently detailed such that SchoolMint can fulfill the order.
- g. "Services" shall mean the software as a service, including any underlying technology offered by SchoolMint to Licensee as a hosted solution in accordance with this Agreement. "Services" includes any modifications or corrections provided as part of Standard Support or Enterprise Support, Additional Licenses and Additional Features (as applicable).
- h. "Enrollment System" mean internet-based accounts and system created by SchoolMint to manage admissions and parent-school communication.
- i. "Standard Support" means the standard maintenance and technical support provided by SchoolMint in connection with the Services, which is expressly limited to online chat and email support.
- j. "Term" means the subscription term as set forth in an Order Form.

2. USE OF SERVICES

- a. License. SchoolMint hereby grants to Making Waves Academy, non-exclusive, worldwide, and non-transferable license to access and use the Services on a subscription basis during the Term, for accepting applications for Making Waves Academy,, in accordance with any limitations herein and as set forth in an Order Form.
- b. License Restrictions. Licensee shall not, nor shall it permit others to: (i) reverse engineer, decompile or otherwise seek to obtain the source code to the Services; (ii) copy or modify the Services, or create derivative works; (iii) use the Services other than for Making Waves Academy; (iv) rent, sell, provide access to, distribute, license or sublicense the Services to a third party as a service bureau; or (v) violate the terms of any third party agreement in using or submitting Licensee Content.
- c. Usage Limitations. Services are subject to the usage limits set forth in an Order Form. Licensee is responsible for any and all actions taken using Licensee's accounts and passwords, and for Named Users' compliance with this Agreement. Enrollment System is configured by Licensee and may be changed at any time during the Term, up to the specified limits. Licensee grants SchoolMint the right to access designated Enrollment System on its behalf and, where required, it shall provide SchoolMint the appropriate credentials to do so. If a provider of the Enrollment System Account terminates Licensee's account or makes SchoolMint's access to such Student Enrollment System inoperable, SchoolMint reserves the right to cease providing access to that Enrollment Account and Licensee may re-configure the Services accordingly.

d. Licensee Conduct. In using the Services, Licensee agrees to the following: (i) Licensee shall not incorporate into or otherwise transmit through the Services any Licensee Content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Licensee's affiliation with a person or entity; (D) contains Malicious Code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Licensee has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in SchoolMint's sole opinion. (ii) Licensee shall ensure that Licensee's use of the Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere. (iii) Licensee shall not hack nor shall it permit others to hack the Services.

3. LICENSEE CONTENT

a. Licensee Content. Licensee is solely responsible for the quality, accuracy and legality of all Licensee Content, and the means by which Licensee Content was acquired. Licensee represents and warrants that it has sufficient rights in the Licensee Content to authorize SchoolMint to process, distribute and display the Licensee Content as contemplated by this Agreement, and that the Licensee Content does not infringe the rights of any third-party.

b. Rights to Licensee Content. Licensee or any third party site from which Licensee has obtained the Licensee Content shall retain all right, title and interest including any and all intellectual property rights, in and to Licensee Content. To the extent applicable, Licensee hereby grants to SchoolMint a non-exclusive, worldwide, royalty-free, revocable right to host, use, copy, store, transmit, and display the Licensee Content during the Term, solely to the extent necessary to provide the Services and as permitted by the terms of this Agreement.

c. Retention of Licensee Content. Licensee Content that is collected from public sources may be stored indefinitely. Licensee Content that is created by Licensee or the users of the Student Enrollment System shall be retained by SchoolMint through expiration of the Term only and if needed will be transferred to Licensee in form of CSV exports.

d. Indemnification by Licensee. Licensee shall indemnify, defend and hold SchoolMint harmless from and against any and all third party claims against SchoolMint arising from Licensee Content; provided that Licensee shall have received from SchoolMint: (i) prompt written notice of the claim; (ii) the exclusive right to control and direct the defense or settlement of such claim; and (iii) all reasonable cooperation at Licensee's expense.

4. **SUPPORT**. As specified in an Order Form, SchoolMint will provide Standard Support or Enterprise Support at no additional charge.

5. OWNERSHIP

a. SchoolMint IP. SchoolMint and its suppliers retain all right, title and interest including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights in and to the Services and Additional Features (defined below), including the underlying technology, tools, algorithms, improvements, modifications, including all modifications and derivative works thereof (together "SchoolMint IP").

b. Feedback. Licensee may provide input, suggestions, recommendations, comments and other feedback about the Services ("Feedback"). Licensee grants SchoolMint a perpetual, worldwide, irrevocable, royalty-free license to use, copy, distribute, modify and create derivative works of the Feedback without restriction.

c. Additional Features. In certain circumstances, SchoolMint may work with Licensee to develop new features, add-ons, tools, inventions and/or other intellectual property to improve or enhance the Services, or to create new SchoolMint products or services ("Additional Features"). The creation or improvement of any Additional Features shall not be considered a work made for hire and SchoolMint shall own without limitation all rights, title and interest thereto. As applicable, SchoolMint grants to Licensee a non-exclusive, worldwide, royalty-free, license to access and use any Additional Features during the Term, for the purposes contemplated hereunder.

6. FEES & PAYMENT

a. Fees and Payment. All fees are as set forth in an applicable Order Form and shall be invoiced and paid by Licensee net 30 from date of invoice. Subscription fees are payable annually, in advance, and SchoolMint may invoice as of the Effective Date of an Order Form. Licensee is responsible for paying any sales, use, GST, value-added withholding, or similar taxes imposed by a government entity with respect to the Services. All fees are non-cancellable and non-refundable. SchoolMint has full right to increase the fees on a year-to-year basis. The increment in fees per year will not exceed 20% of the original yearly subscription fees.

b. Suspension of Service. In the event that payment is more than 30 days past due, SchoolMint reserves the right to suspend and/or terminate the Services and the Agreement, including any Order Form. SchoolMint will notify Licensee of such delinquency in

writing at least 7 days prior to suspending or terminating service. This shall be in addition to any other remedy available to SchoolMint at law or in equity.

7. TERM AND TERMINATION

a. Term. This Agreement shall remain in effect from the Effective Date through expiration of the Term set forth in an Order Form, subject to termination in accordance with this Agreement.

b. Termination for Cause. Either party may terminate this Agreement, including an applicable Order Form, immediately upon notice if the other party: (i) fails to cure a material breach of this Agreement within 30 days of receiving written notice of such breach if such breach is capable of a cure, or immediately upon notice in the event of a material breach which is not by its nature capable of cure; (ii) ceases operation without a successor; or (iii) becomes the subject of any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding. In the event of a breach of Section 2.4 (Licensee Conduct), SchoolMint may immediately terminate the Agreement, including any Order Form.

c. Effect of Termination. Upon expiration or termination of this Agreement for any reason (i) Licensee shall immediately cease all use of and access to the Services, including any SchoolMint IP; (ii) each party shall return any and all Confidential Information of the other in its possession, or, upon request, destroy such Confidential Information and certify destruction thereof; and (iii) Licensee shall immediately pay to SchoolMint all fees due through the date of termination.

d. Survival. The following Sections shall survive expiration or termination of this Agreement: 2(b) (License Restrictions), 3(c) (Indemnification by Licensee), 5 (Ownership), 6 (Fees and Payment), 7 (Term and Termination), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidential Information), and 13 (General Terms).

8. NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SCHOOLMINT SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SCHOOLMINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SCHOOLMINT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR RESULTS OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

a. SCHOOLMINT SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOST PROFITS OR REVENUES, LOST DATA, OR FAILURE OF SECURITY MECHANISMS, WHETHER IN CONTRACT OR TORT AND REGARDLESS OF THE FORM OF ACTION, EVEN IF SCHOOLMINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SCHOOLMINT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOLMINT, OR FOR DAMAGE RESULTING FROM MALICIOUS CODE THAT HAS BEEN INTRODUCED INTO THE SERVICES BY A THIRD PARTY THROUGH NO FAULT OF SCHOOLMINT.

b. Except for the indemnification obligations set forth in Section 10, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO SCHOOLMINT DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT.

c. The above limitations shall survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose.

10. INDEMNIFICATION. Notwithstanding any other provision in the Agreement, SchoolMint shall indemnify, defend and hold Licensee and its employees, officers, Board, directors, agents and representatives harmless from and against any and all third party actions, causes of action, claims, demands, costs, including reasonable attorneys' fees and costs, penalties, fines, judgments, awards, liabilities, expenses and damages arising out of or related to: 1) SchoolMint's infringement of any U.S. intellectual property right based upon Licensee's authorized use of the Services; 2) SchoolMint's violation of the Agreement or its Privacy Policy; or 3) SchoolMint's violation of applicable California or federal law or regulation in its provision of the Services. If Licensee's use of the Services is found to infringe, or if in SchoolMint's opinion it may be found to infringe, SchoolMint may, in its sole discretion, terminate the Agreement and refund to Licensee any pre-paid fees for the portion of the Term not rendered. The foregoing indemnification obligation shall not apply if: (i) the Services are modified by any party other than SchoolMint, its employees, contractors, officers, agents, directors or representatives or (ii) the alleged infringement is due to Licensee's unauthorized use of the Services.

Notwithstanding any other provision in the Agreement, Licensee shall indemnify, defend and hold SchoolMint and its employees, officers, Board, directors, agents and representatives harmless from and against any and all third party actions, causes of action,

claims, demands, costs, including reasonable attorneys' fees and costs, penalties, fines, judgments, awards, liabilities, expenses and damages arising out of or related to: 1) Licensee's violation of the Agreement; or 3) Licensee's violation of applicable California or federal law or regulation in its use of the Services.

The indemnification obligations in this Section shall only apply if (a) the party seeking indemnification ("Indemnified Party") provides the other party ("Indemnifying Party") with prompt written notice of the claim; (b) the Indemnifying Party retains the sole and exclusive right to direct the defense or settlement of such claim; and (c) the Indemnified Party provides reasonable cooperation at the Indemnifying Party's expense. THIS SECTION SETS FORTH SCHOOLMINT'S SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

11. CONFIDENTIAL INFORMATION. "Confidential Information" means all confidential or proprietary information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. The SchoolMint IP, passwords, pricing and the terms of this Agreement, including any Order Form, shall be deemed Confidential Information of SchoolMint. Each party shall protect the other's Confidential Information with the same degree of care as it uses to protect its own such information, and Confidential Information shall only be used for the purposes contemplated herein. The Receiving Party's nondisclosure obligations shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without access to such information; or (e) disclosure is required pursuant to a regulation, law or court order (with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which monetary damages would be insufficient and therefore upon any such disclosure the Disclosing Party shall be entitled to equitable relief in addition to any other remedies it might have at law.

12. Publicity (Announcements and Press Releases). Licensee agrees to participate in the following activities with SchoolMint. All content developed by SchoolMint is subject to licensee's final approval.

a. SchoolMint and Licensee can each use the other's Marks for marketing and public relations. Licensee agrees that SchoolMint can use licensee's name and Marks on the SchoolMint website to identify Licensee in general marketing materials and in demonstration versions of the product.

b. Press Releases. Both parties consent to press releases by the other regarding this Agreement, as long as the other party approves the release prior to publication. This may include an announcement of the parties' business relationship, successful implementation, and/or another newsworthy topic pertaining to the licensee.

c. Participate in a (written or video) case study detailing business benefits the licensee has derived from using the SchoolMint product that would be promoted in the marketing materials.

13. Piggyback/Rider Clause

The licensor agrees to allow the licensee and other public agencies and school districts in the U.S. to purchase additional items, at the same terms and conditions that apply to this contract. Districts and agencies may order additional items/features in quantities and amounts. Any Liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.

14. U.S. GOVERNMENT. The Services are considered to be commercial in nature, as defined in FAR Section 12.211 (Technical Data) and FAR Section 12.212 (Software). The rights afforded to any U.S. Government end users include only those rights as are made available to the public. Any use of the Services by the U.S. Government shall be solely in accordance with this Agreement.

15. GENERAL TERMS

d. Assignment. Neither party may assign this Agreement in whole or in part without the other party's prior written consent; however SchoolMint may assign this Agreement to a successor-in-interest of all or substantially all of its stock, assets, or voting securities, provided that such successor agrees to be bound by the terms of this Agreement. Any attempted assignment in violation of this provision will be void.

e. Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be construed to the maximum extent possible and the Agreement shall otherwise remain in effect.

f. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any claim arising from this Agreement shall be brought in the state and federal courts having jurisdiction in San Mateo County, California.

g. Notice. Any notices hereunder shall be in writing and sent to the parties at the addresses identified in the first paragraph of this Agreement unless otherwise designated in writing and shall be deemed effective: (i) if given by hand, immediately upon receipt or (ii) if given by overnight courier service, the first business day following dispatch.

h. Waivers. Failure by either party to enforce a provision of this Agreement shall not be deemed a waiver of any other provision. A waiver will not be effective unless in writing signed by the waiving party.

i. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter hereof, including the terms of any unsigned click-wrap license that may be required prior to Licensee's use of the Services. No terms contained in a purchase order shall have any force and effect, even if signed and returned by SchoolMint. Any modification of this Agreement shall be in writing and signed by each party.

j. Security. SchoolMint is FERPA and COPPA compliant. We don't sell or distribute any student or parent information. All the communication from web and mobile client to the server happens over a secure channel https channel. Also all our servers are in private cloud and a secure database avoiding any direct access from outside. We encrypt any critical student information and we also implement a secure Role based access control with solid authentication/authorization to avoid any data and information leaks.

k. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation hereunder (except for the payment of money) if the delay or failure is due to unforeseen events which occur and which are beyond the reasonable control of such party, including but not limited to natural disasters, Internet service provider failures or delays, strikes, war, acts of terrorism, riot, labor conditions, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. If SchoolMint is not able to perform under this Agreement due to force majeure, Licensee shall be entitled to a proportional refund of any costs/charges paid by Licensee under this Agreement for the period of SchoolMint's nonperformance due to force majeure.

l. Authorized Signatory. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of his or her respective company.

16. INSURANCE

a. Without in anyway limiting SchoolMint's liability pursuant to the "Indemnification" section of this Agreement, SchoolMint shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

Coverage:

A. Coverage for Professional Liability appropriate to the SchoolMint's profession covering SchoolMint's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement.

B. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).

C. SchoolMint shall secure Cyber Liability Insurance for claims and losses with respect to network or data risks to cover security, privacy, business interruption, cyber extortion, denial of service, data breaches, release of confidential information, unauthorized access/use of information, and identity theft.

D. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 8 and 9 for Hired and Non-Owned vehicles only if services will be performed on Making Waves Academy premises.

E. Workers' Compensation and Employer's Liability.

Limits: SchoolMint shall maintain limits no less than the following -

F. Professional Liability - One million dollars (\$1,000,000) per claim.

G. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and \$2,000,000 annual aggregate.

H. Cyber Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate.

I. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

J. Workers' Compensation as required by law. Employer's liability insurance in the amount \$500,000 per accident for bodily injury and disease.

b. Commercial General Liability and Business Automobile Liability policies must provide the following:

i. Name as Additional Insured Making Waves Academy and its Board, officers, authorized volunteers, agents, authorizer, and employees.

ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Making Waves Academy.

e. If any policies are written on a claims-made form, SchoolMint agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least one year beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until Making Waves Academy receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, Making Waves Academy may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, SchoolMint must provide Making Waves Academy with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) and with insurers satisfactory to Making Waves Academy, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon Making Waves Academy's request. Such evidence shall also include a confirmation that coverage includes or has been modified to include the required coverages set forth in section 7 of the General Conditions of this Agreement. SchoolMint also understands and agrees that Making Waves Academy may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

h. Approval of the insurance by Making Waves Academy shall not relieve or decrease the liability of SchoolMint hereunder.

i. Any deductible or self-insured retention must be declared to and approved by Making Waves Academy. At the option of Making Waves Academy, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

The parties hereby agree as of the Effective Date:

Making Waves Academy	SchoolMint, Inc.
Signature:	Signature:
Name:	Name: Samantha Remeika
Title:	Title: VP of Customer Success
Date:	Date:



Order Form No. 1 to the Master Software as a Service Agreement

This Order Form 1 ("Order Form") is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves Academy ("Customer") as of 2020-06-05 ("Order Form Effective Date") pursuant to the terms of the agreement between the parties dated 2020-06-05 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Order Form. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

- Term.** This Order Form shall remain in effect for a period of 12 MONTHS ("Order Form Term"), unless earlier terminated in accordance with the Agreement.

This license will automatically renew at the conclusion of original license term unless Customer provides SchoolMint with advance notice (7 days) prior to license original expiration date.

- Product:**
 - See Renewal Agreement

3. Implementation and Support:

- a. See Renewal Agreement


4. License Limitations and Fees

a. Usage Limitations and License Fees are as follows:

- i. **See Renewal Agreement**

- b. **General.** All fees are non-cancellable and non-refundable and shall be paid in accordance with the Agreement.

5. Integration. Except, as expressly set forth herein, the terms of the Agreement shall remain in full effect. In the event of a conflict between this Order Form 1, the terms of this Order Form 1 shall control.

Making Waves Academy	SchoolMint, Inc.
Signature:	Signature: 
Name:	Name: Samantha Remeika
Title:	Title: VP of Customer Success
Date:	Date: 6/10/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE 1-877-945-7378 FAX 1-888-467-2378 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: certificates@willis.com														
INSURED SchoolMint, Inc. 564 Market St Ste 500 San Francisco, CA 94104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Federal Insurance Company	20281														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

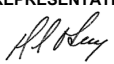
COVERAGES **CERTIFICATE NUMBER: W16509036** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER: PERIOD: <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>	Y		3605-84-83	05/23/2020	05/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(20) 7360-92-87	05/23/2020	05/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			(21) 7183-28-58	05/23/2020	05/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

--	--	--	--	--	--	--	--

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Making Waves Academy Schools is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER	CANCELLATION
<p>Making Waves Academy Schools 4123 Lakeside Drive Richmond, CA 94806</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>

© 1988-2016 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

SR ID: 19637773

BATCH: 1687687



Liability Insurance

Endorsement

Policy Period MAY 23, 2020 TO MAY 23, 2021

Effective Date MAY 23, 2020

Policy Number 3605-84-83 ECE

Insured EDTECH HOLDINGS, LLC

Name of Company FEDERAL INSURANCE COMPANY

Date Issued MARCH 5, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

[Redacted]

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance –



If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Coversheet

ANet

Section: V. Consent Action Items

Item: C. ANet

Purpose: Vote

Submitted by: Damon Edwards

Related Material:

ANet Program Agreement - Making Waves Academy 2020-2021_Final 6.9.20.pdf

BACKGROUND:

ANET is an online assessment platform and accompanying services, utilized by our Middle School. The tool is used in the Teaching & Learning Cycle that is currently deployed in the Middle School.

RECOMMENDATION:

Please approve the annual ANET agreement with a fiscal impact of \$62,600.00 in the 2020/2021 school year.



Program Agreement

This Program Agreement (this “Agreement”) is between The Achievement Network, LTD., a Massachusetts nonprofit corporation with a principal place of business at One Beacon Street, Boston, Massachusetts 02108 (“ANet”) and the Partner listed below (“Partner”). Each of ANet and Partner may be referred to herein individually as a “Party” or collectively as the “Parties.” This Agreement includes, collectively, (1) this Cover Sheet, (2) the attached Program Description Page, (3) the attached Partner Data Page, and (4) the attached Standard Terms and Conditions.

Partner: Making Waves Academy Charter
Address: 4123 Lakeside Drive, Richmond, CA 94806
Phone: (510) 262-1511

Invoicing Contact: Damon Edwards	Invoicing Email: dedwards@mwacademy.org
---	---

Effective Date: The earlier of (a) the date this Agreement is last signed below, and (b) the provision of services by ANet to Partner hereunder.	
Program Dates: July 1, 2020 - June 30, 2021	
Fees and Payment Schedule:	
Program Fee:	\$ <u>50,000.00</u>
Assessment Format:	Online Assessments
Online Assessment Fee:	\$ <u>6,000.00</u>
Additional Student Fee:	\$ <u>6,600.00</u>
Total Fees:	\$ <u>62,600.00</u>
Total Payment:	\$ <u>62,600.00</u>
Payment Information:	
50% of Fees due by July 15, 2020	\$ <u>31,300.00</u>
Balance of Fees due by September 15, 2020	\$ <u>31,300.00</u>

Each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such Party.

PARTNER

By: _____
 Print Name: _____
 Title: _____
 Date: _____

THE ACHIEVEMENT NETWORK, LTD.

By: _____
 Print Name: _____
 Title: _____
 Date: _____

Program Agreement

Program Description Page

Program Description: ANet will provide:

1. ONLINE PLATFORM

Access for every teacher and administrator to ANet's online platform myANet, containing

a. RESOURCES

- i. Planning – Resources, protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards, Standards and Objectives Guides aligned to rigorous learning Standards, and example lesson or instructional plans
- ii. Professional Learning materials - sessions, videos, and virtual learning modules that provide guidance on planning from texts and standards and teaching and learning cycle practices
- iii. Platform materials - screencasts and guides to using features found on myANet

b. ASSESSMENT MATERIALS

- i. Up to 4 regularly scheduled interim assessments in Mathematics for grades 5,6,7,8
- ii. Up to 4 regularly scheduled interim assessments in English Language Arts for grades 5,6,7,8
- iii. Quiz Tool access – Assessment tool for teachers

c. REPORTING AND ANALYSIS

- i. Online Reports containing analysis of scheduled interim assessment results (the "Reports"), which include:
 1. Partner student summaries by whole school, class, grade and student level
 2. Item analysis by grade
 3. Partner Network comparisons and out of Network comparisons available through <https://my.achievementnetwork.org>. A "Network" includes all ANet Partner schools assigned to Partner's Network. "Partner's Network" includes all schools sharing the same Schedule of Assessed Standards as Partner.

2. INTERIM ASSESSMENT LOGISTICS AND SUPPORT

- a. Electronic delivery for all scheduled interim assessment materials and answer sheets
- b. If purchasing paper-based assessments:
 - i. Printing of paper assessments as determined by Partner (additional fees apply)
 - ii. FedEx pick-up at school site for paper assessment answer sheets
 - iii. Scanning and scoring for multiple choice portions of assessment answer sheets
- c. If purchasing online assessments:
 - i. Coordinating set-up for access to online assessments including login-ins
 - ii. Scoring for machine scored portions of assessment
- d. Logistics training for key personnel at school site
- e. Ongoing support via phone and email

3. TRAINING AND COACHING

- a. Partner specific coaching/training sessions (as agreed to between ANet's coach and Partner)
 - i. 30 coaching interactions
- b. Coaching interaction topics are focused by the Partner's instructional priorities and practice level and vary depending on Partner needs
- c. The focus of coaching interactions may include but are not limited to any of the following:
 - i. Beginning of Year meetings (late spring/early summer or late summer: set focus and priorities for the year; map out overall approach for coaching interactions
 - ii. Partnership Kick-Off Meeting: orient teachers and leaders around partnership, instructional purpose of assessments, and tools

- iii. Classroom observations with school leadership
- iv. Planning Support with leaders/Instructional Leadership Team (based on need)
 - v. Data Meeting Support with leaders/ILT (based on need)
 - vi. Observations of adapted instruction with school leadership
 - vii. Mid-Year and End of Year Meetings to monitor and review progress

4. NETWORK EVENTS

- a. Each ANet Network may offer additional optional specific professional learning events throughout the school year for Partner and other ANet partner schools to access. The exact offering number and type will vary by Network.
- b. Events may include but are not limited to the following:
 - i. Professional learning series: A professional learning series is an opportunity to bring leaders together to learn from each other and from ANet facilitators on a topic.
 - ii. Network meeting: An opportunity to bring schools together across the network to learn from each other and from ANet facilitators (typically offered fall/winter and/or spring). These events often provide opportunities for sharing best practices across schools.
 - iii. Learning walk: An opportunity to bring participants together in schools to learn from each other through observation and debrief.
 - iv. Artifact review: An opportunity to bring leaders together to look at teacher plans and/or student work from classrooms where practice is shifting as a result of the content shared through professional learning.

5. PARTNER RESPONSIBILITIES

- a. Partner will work with its information technology team to ensure that emails from 'achievementnetwork.org' are not blocked or filtered as spam.
- b. Partner will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Partner will provide to ANet by the end of the applicable calendar year school-level targets for state assessments.

Note: Due to the current pandemic, ANet is able and prepared to provide its services virtually. ANet will take into account CDC guidance, state and local regulations and guidance, Partner's health and safety COVID-19 response plan and its and Partner's internal policies. If the parties agree that on-site work is necessary, ANet will provide its staff with the requisite Personal Protective Equipment ("PPE") prior to commencing on-site work and require its staff to wear such PPE and to follow all applicable Partner health and safety procedures at all times while on Partner's site. ANet reserves the right to discontinue on-site work and perform such services to Partner virtually at any time if ANet determines in good faith that cessation of on-site visits is necessary to protect the health and safety of its personnel.

Program Agreement**Partner Data Page****Partner Data:**

Partner will provide the following information:

1. For the year prior to the Program Start Date, and all years during the Program (Optional): a. *To be*

provided when available:

- i. State assessment outcomes (1) by student, including student demographic information, scaled scores, and proficiency levels, and (2) by grade, including number of students at each proficiency band and total number of students tested.
- ii. Student outcomes when available, including (1) mobility rate, (2) retention rate (students “held back”), and (3) graduation or progression rate.

b. *To be provided by the end of the applicable calendar year, or when available:*

- i. School-level demographics, including (1) total enrollment, (2) percentage of students in each race/ethnic category, (3) percentage ELL/FEP/LEP/NEP, (4) percentage special education/students with disabilities, (5) percentage FRL, and (6) Title I status.

2. For all years during the Program:

a. *To be provided within six (6) weeks of the beginning of the applicable school year:*

- i. Required Student information, including (1) first name, (2) last name, (3) birthdate or SASID, (4) grade. This information should be updated regularly within the online platform to reflect changes in the student body.
- ii. Required Enrollment information, including (1) class name, (2) subject, (3) teacher first name, (4) teacher last name, (5) teacher email for access to myANet
- iii. Optional Student Information, including (1) race/ethnicity, (2) FRL, ELL/FEP/LEP/NEP, special education status

Program Agreement

Standard Terms and Conditions

BACKGROUND

ANet offers a program consisting of educational services and materials, including an online platform (the “Platform”), curriculum and teaching resources, assessment materials, assessment analysis, training and coaching and network events, as described on the Program Description Page (collectively, the “Program”). Partner desires to use the Program in accordance with the terms and conditions set forth herein.

1. THE PROGRAM

1.1 Program: ANet agrees to implement the Program for Partner during the Term. Partner agrees to commit the resources and personnel necessary to fully participate in the Program.

1.2 Use Rights: Subject to the terms of this Agreement and effective as of the Program Start Date (as defined on the Cover Sheet), ANet hereby grants to Partner the following use rights, during the Term:

(a) *Access to the Platform*: a non-exclusive, nontransferable right to access and use the Platform, solely for Partner’s internal education-related purposes in connection with the implementation of the Program.

(b) *Assessment Materials*: a non-exclusive, nontransferable license to use, reproduce and distribute solely to Permitted Users (as defined below) the Assessment Materials (as defined on the Program Description Page) provided to Partner during the Program, solely for Partner’s internal education-related purposes in connection with the implementation of the Program.

(c) *Resources*: a non-exclusive, non-transferable license to use and reproduce in hard copy form the Resources (as defined on the Program Description Page) provided to Partner during the implementation of the Program, solely for Partner’s internal, informational purposes related to Partner’s educational mission.

(d) *Other Downloadable Content*: with respect to such additional content and materials that are owned by or licensed to ANet and made available for download by Partner through proper use of the Platform (collectively, “Additional Content”, and together with the Assessment Materials and Resources, “ANet Content”), a

nonexclusive, non-transferable license to download a copy of any portion of such Additional Content, and use such Additional Content solely for Partner’s internal education related purposes in connection with the implementation of the Program.

1.3 Permitted Users. “Permitted Users” shall mean Partner’s personnel who have a professional need to know or need to access the Platform and ANet Content in connection with the implementation of the Program. ANet will either issue to Partner or authorize a Partner administrator to create and issue to each Permitted User, a user identification number and/or password for access to and use of the Platform. Partner and its Permitted Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the Permitted User to which it was issued. Partner shall be solely responsible for the Permitted Users’ compliance with this Agreement, and for any and all activities that occur under Partner’s account by Partner personnel. Partner will restrict Permitted Users from sharing passwords. Partner will immediately notify ANet of any unauthorized use of Partner’s account or any user identification number and/or password, or any other breach of security known to Partner. ANet will immediately notify Partner of any unauthorized use of Partner’s account or any user identification number and/or password, or any other breach of security known to ANet. Partner will ensure that it has obtained any and all necessary and appropriate consents from students and parents to (a) provide student personally identifying information to ANet, and (b) establish student accounts and student access to the Platform. ANet will have no liability for any liability arising from Partner’s failure to comply with the terms set forth in this Section.

1.4 Restrictions. The rights and licenses set forth in Section 1.2 are granted subject to the following restrictions: (a) The Platform and ANet Content shall be used or accessed only by Permitted Users;

(b) Results of the Assessment Materials may not be used for the purposes of evaluating or determining the employment status of personnel of Partner;



(c) Partner shall not, directly or indirectly, and Partner shall not encourage or assist, or knowingly permit any User to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code or source code of the Platform; (ii) modify, translate, or create derivative works based on any element of the Program or the Platform; (iii) license, sublicense, sell, resell, rent, lease, distribute, assign, or transfer its rights to use the Platform or any elements of the Program, or otherwise commercially exploit or make available to any third party any portion of the Platform or Program; (iv) use the Program for timesharing purposes, to process data on behalf of third parties, or otherwise for the benefit of any person or entity other than for the benefit of Partner and Permitted Users at Partner's facility; (v) remove any proprietary notices from any materials furnished or made available to Partner; (vi) publish any evaluation of the Platform without ANet's prior written consent; (vii) use the Platform for any purpose other than its intended purpose; (viii) use or access the Platform for the benefit of any facility or location other than the Partner's primary facility; (ix) circumvent or otherwise interfere with any user authentication or security of the Platform, or disrupt the integrity or performance of the Platform; (x) attempt to gain unauthorized access to the Platform or its related systems or networks or any ANet Content; or (xi) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortuous content or material, or to store or transmit content or material in violation of any rights of any third party.

1.5 Ownership; Reservation of Rights. Subject only to the rights expressly granted to Partner under this Agreement, as between ANet and Partner, all rights, title and interest in and to the Platform and the ANet Content, and any other ANet materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, will remain with and belong exclusively to ANet or ANet's licensors and providers, as applicable.

1.6 Feedback. The Parties acknowledge that Partner or Permitted Users may, from time to time, provide to ANet ideas, feedback and suggestions about the Platform (collectively, "Feedback"). ANet and its licensors and providers shall be free to use such Feedback as they see fit without obligation of any kind to Partner.

2. PARTNER MATERIALS; PARTNER DATA; PARTNER GENERATED CONTENT

2.1 Partner Materials and Partner Data. "Partner Materials" means any and all information or materials provided to ANet by Partner and its employees in connection with the implementation of the Program, including, without limitation, the Partner Data and student performance results on the scheduled interim assessments (as defined on the Partner Data Page).

2.2 Provision of Partner Materials. Partner agrees to provide ANet with all Partner Materials necessary for ANet to implement the Program, including without limitation the Partner Data. Such Partner Materials shall be provided promptly when requested or otherwise agreed by the Parties, provided that the Partner Data shall be provided in accordance with the timing set forth on the Partner Data Page. Partner acknowledges that timely provision of such Partner Materials is essential to the success of the Program.

Partner represents to ANet that it has all necessary rights to provide such Partner Materials (including the Partner Data) to ANet.

2.3 Access to Partner Data Through State and Other Agencies. Partner agrees to allow relevant agencies, including but not limited to the state education agency or local education agency to directly release registration, demographic and performance data for Partner to ANet as permitted by applicable law.

2.4 License to Partner Materials. Subject to the terms and conditions of this Agreement, Partner hereby grants to ANet a worldwide, non-exclusive, revocable, assignable, royalty free, license to use, reproduce, distribute, display and create derivative works of Partner Materials in connection with the implementation of the Program, but no personally identifiable information shall be included in any derivative work other than derivative works that are solely used by ANet pursuant to Section 2.7 .

2.5 Reports. Partner acknowledges and agrees that Partner Data, and the student performance on the scheduled interim assessments at the grade, school and organizational level, may be disclosed, published, distributed and otherwise used by ANet in Reports (as defined on the Program Description Page) provided to Partner. Such Reports and the disclosure thereof shall comply at all times with Section 5 of this Agreement, as well as with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and applicable state and federal laws and regulations



2.6 Aggregate Data. During or following the Term, ANet and its subcontractors shall have the right to disclose, distribute and use any Partner Materials and any other information input into the Platform (“Input Data”) that does not identify any such data as being related to any specific Partner student or teacher (“Aggregated Data”), as part of an aggregate, de-identified set of data. Partner acknowledges that ANet and its subcontractors may (a) compile Aggregated Data based on Partner Materials and Input Data, and (b) distribute such Aggregated Data to third parties consistent with Section 2.7.

2.7 Use of Partner Materials. Except as otherwise set forth in this Agreement, ANet shall not use, disclose or distribute to third parties Partner Materials other than (a) as part of Aggregated Data pursuant to Section 2.6, (b) to its subcontractors who require such information in connection with the implementation of the Program under the terms of this Agreement, provided that such subcontractors shall not disclose the Partner Materials or information contained therein to any other party without Partner’s prior written consent, (c) to third parties for research and evaluation purposes on behalf of ANet, provided that such third parties shall not disclose any of Partner’s personally identifiable student or employee information to any other party without Partner’s prior written consent, or (d) for its own internal professional development or evaluative purposes to help improve ANet products and services, provided that ANet shall not disclose the Partner Materials or information contained therein to any other party without Partner’s prior written consent except as provided in this Section or in Section 2.6. For clarity, the results of any research described in the foregoing clause (c) may be disclosed, published, distributed and otherwise used by ANet without restriction, provided that Partner Materials are not revealed in such disclosure, publication, distribution or use other than as part of Aggregated Data. Partner hereby grants to ANet and its subcontractors a non-exclusive, revocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Partner Materials and Input Data in connection with the uses described in the foregoing clauses (a)-(d).

2.8 Partner Generated Content.

(a) Partner is solely responsible for all “Partner Generated Content” (defined below) and Users use of the Partner Generated Content. ANet does not guarantee the accuracy, integrity or quality of Partner Generated Content. ANet obtains no ownership or control rights to Partner Generated Content. By using ANet’s services, Partner approves of ANet’s right to access, retain, use and disclose Partner Content solely for the purpose of providing Services hereunder.

(b) Partner represents and warrants that it has all necessary rights and authority in the Partner Generated Content to permit ANet to display such content on the Platform without infringing the rights of any copyright owners, violating any applicable laws or violating the terms of any license or agreement to which it is bound.

(c) During the Term, Partner permits ANet the right to publicly perform, publicly display and digitally perform the Partner Generated Content only on or in conjunction with the use and hosting of the Platform in accordance with the terms of this Agreement. Partner grants no rights other than expressly granted herein, and ANet will not exceed the scope of its license hereunder.

(d) “Partner Generated Content” means any Quiz Tool items or other third party content, tools or resources imported or posted by Partner to the Platform.

2.9 Student Records. With respect to any access by ANet to any “Education Records” (as such term is defined in FERPA) held by Partner under or in connection with this Agreement, ANet shall be acting as a legal agent and shall be deemed to be a “school official” (as such term is defined under FERPA) of Partner. As between the Parties, any Education Records protected by FERPA submitted to ANet by Partner in connection with this Agreement shall be deemed the Confidential Information of Partner subject to Section 5 and under the ownership and direct control of Partner. ANet agrees not to disclose any FERPA protected Education Record to any third party except as required by FERPA or as authorized or permitted by Partner in writing or in accordance with this Agreement. ANet will implement or cause to be implemented technical and administrative security measures to protect the confidentiality, integrity and security of the Education Records in compliance with all applicable laws as further detailed in Section 2.10 below.

2.10 Data Security. ANet certifies that it and, after reasonable investigation, diligence and inquiry, its vendors, consultants, contractors and other parties engaged by ANet in contact with Partner Materials have established, implemented, and will maintain comprehensive information security programs detailing administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Partner Materials, protect against anticipated threats or hazards to the security and integrity of Partner Materials, protect against unauthorized access to or use of Partner Materials, and provide for the proper disposal of Partner Materials, all as required by applicable law and this Agreement. During the Term, Partner reserves the right to assess ANet’s controls and security practices to ensure compliance with these requirements one time per calendar



year, upon 14 business days' advance notice to ANet and during ANet's normal business hours. All costs incurred by Partner for such assessments shall be at Partner's expense.

3. FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. All payments for fees as set forth on the Cover Sheet shall be made by Partner or, if applicable and as set forth on the Cover Sheet, by a sponsoring entity on behalf of Partner, to ANet in accordance with the payment schedule set forth on the Cover Sheet. Payments are non-refundable and cannot be pro-rated. ANet reserves the right to terminate services related to the Program and this Agreement if any payment is more than thirty (30) days past due.

3.2 Printing. Partner is responsible for all printing and printing costs associated with duplicating the Assessment Materials prior to the administration of each assessment, as set forth on the cover sheet.

4. TERM, TERMINATION

4.1 Term. Unless earlier terminated as described below, the term of the Agreement shall commence on the Effective Date and continue for the period set forth on the Cover Sheet (the "Term").

4.2 Termination. Each Party may terminate this Agreement upon written notice in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach.

4.3 Obligations on Termination.

(a) Upon the expiration or termination of this Agreement, Partner shall (a) cease using the Platform and all ANet Content, and (b) promptly return to ANet or, at ANet's option, destroy, all copies of any ANet Content in Partner's possession or control.

(b) During the 30 days following termination or expiration of this Agreement, ANet will not erase any Partner Generated Content and Partner may retrieve Partner Generated Content from the Platform without assistance from ANet. ANet will subsequently destroy or fully return to Partner all Partner Materials in its possession following receipt Partner's written request.

4.4 Survival. The following Sections shall survive any expiration or termination of this Agreement: Sections 1.5, 1.6, 2.4, 2.5, 2.6, 2.7, 2.8, 2.10, 3, 4.3, 4.4, 5, 6, 7, 8, 9, 10, 11 and

5. CONFIDENTIALITY

5.1 Confidential Information.

(a) *Definition*: "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed orally or in writing, by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), (a) that the Disclosing Party has identified as confidential or proprietary (either orally or in writing), or (b) such information which is reasonably understood by a reasonable person to be confidential or proprietary information of the Disclosing Party; provided, however, that in any event ANet's Confidential Information shall include (i) all information relating to the Program, including without limitation the ANet Content and the Platform, (ii) the terms of this Agreement, including without limitation pricing information, and (iii) Education Records of Partner's students.

(b) *Exclusions*: Information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

(c) *Obligations*: The Parties shall use reasonable measures to protect the secrecy of, avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (1) such employees and consultants of the Parties as may have a need to know such information in connection with the exercise of its rights and performance of its obligations under this Agreement, and (2) legal or financial advisors of the Parties, provided that such employees and consultants are bound by written agreements, which shall include a provision prohibiting the re-disclosure of the Confidential Information if required under FERPA, and advisors are bound by ethical duties, in each case respecting such Confidential



Information in accordance with the terms of this Section 5.1.

6. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

6.1 Representations and Warranties. ANet represents and warrants to Partner that ANet shall provide the Program in all material respects as described in the in this Agreement and shall implement the Program in a professional and workmanlike manner and in accordance with generally accepted industry practices and applicable state and federal laws and regulations. Each Party represents and warrants to the other Party that such Party has the required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROGRAM (INCLUDING WITHOUT LIMITATION THE PLATFORM AND ANET CONTENT) IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND AND ANET DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PARTNER ACKNOWLEDGES THAT ANET DOES NOT WARRANT THAT THE PROGRAM (INCLUDING WITHOUT LIMITATION THE PLATFORM) WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, OR THAT THE PROGRAM WILL MEET PARTNER’S REQUIREMENTS.

7. INDEMNIFICATION

7.1 Indemnification by ANet. ANet shall defend, indemnify and hold harmless Partner, its Board, directors, officers, employees or agents at its expense from and against any claim, action, suit or proceeding (each, a “Claim”) brought against Partner, its Board, directors, officers, employees or agents by any third party to the extent such Claim arises from or is related to a breach of this Agreement or violation of applicable California or federal law or regulation by ANet or any of its employees or agents, and ANet shall pay all costs including reasonable attorneys’ fees and costs, damages, penalties, fines, judgments, awards, liabilities, expenses and damages (“Losses”) arising from or incurred by Partner, its Board, directors, officers, employees or agents as a result of any such Claim. If Partner’s proper use of the Platform or any ANet Content in accordance with the terms of this Agreement constitutes or in ANet’s opinion might be held to constitute infringement as set forth above, ANet may, at its option, (a) modify the Platform or ANet Content, as applicable, so as to avoid infringement or misappropriation; (b) procure the right for Partner to continue to use the Platform or ANet Content, as applicable; or (c) terminate the Agreement and provide to

Partner a refund of the prorated fees. The foregoing indemnity shall not apply to any Claim solely based upon or arising from the negligence or willful misconduct of Partner or its agents or employees.

7.2 Indemnification by Partner. Partner shall defend, indemnify and hold harmless ANet, its Board, directors, officers, employees or agents at its expense from and against any Claim brought against ANet, its Board, directors, officers, employees or agents by any third party to the extent such Claim arises from or is related to a breach of this Agreement or violation of applicable California or federal law or regulation by Partner or any of its employees or agents, and Partner shall pay all Losses arising from or incurred by ANet, its Board, directors, officers, employees or agents as a result of any such Claim. The foregoing indemnity shall not apply to any Claim solely based upon or arising from the negligence or willful misconduct of ANet or its agents or employees.

7.3 Additional Terms. The foregoing obligations in this Section 7 are subject to the Party that is seeking indemnification (a) promptly notifying the other Party in writing of such Claim; (b) promptly giving the other Party the right to control and direct the investigation, preparation, defense and settlement of such Claim; and (c) giving reasonable assistance and cooperation as necessary for the defense of same at the indemnifying party's expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, A PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID OR PROPERLY PAYABLE BY PARTNER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM.



9. **(RESERVED)**

10. **PUBLICITY**

10.1 ANet shall be entitled to (a) identify Partner as a customer of ANet in any marketing, promotional or sales literature, or in any other form of publicity, and (B) publicize, by news release or other public announcements, the existence of an arrangement between the Parties.

10.2 Partner hereby grants permission to take photographic, audio and video recordings of Partner employees, contractors and consultants during sessions with Partner and Partner and Network events after obtaining Partner's and such employees', contractors' and consultants' written consent in advance. ANet will use such photographic, audio and video recordings only for the purposes of education, professional learning, advertising, promotion, marketing, and/or public relations.

11. **DISPUTES**

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled as follows: a representative of the senior management of each Party shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either Party may make a written demand for mediation. Within thirty (30) days after such written notification, the Parties shall meet for one (1) day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, the dispute shall be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Contra Costa County, California. The arbitrator shall be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator shall have no power to award damages inconsistent with this Agreement. No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. The result of the arbitration shall bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party shall bear

its own costs of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the Parties.

12. **GENERAL**

12.1 Relationship. Nothing in this Agreement shall be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner.

12.2 Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of California without regard to its rules of conflict of laws. Subject to and without limiting Section 11 of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of California and of the United States of America located in the California for any litigation among the Parties hereto arising out of or relating to this Agreement pursuant to Section 12.9.

12.3 No Assignment. Neither Party may assign this Agreement, in whole or in part, or, in the case of Partner, sublicense any of the rights granted herein, in each case without the prior written consent of the other Party, provided, however, that either Party (the "Assigning Party") may assign this Agreement without the written consent of other Party to an entity succeeding to all or substantially all the assets and business of the Assigning Party by merger or purchase, provided that such entity expressly assumes all of the terms and conditions of this Agreement. Any attempted assignment, delegation or transfer by an Assigning Party in violation hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on the Parties and their successors and assigns. For clarity, ANet may subcontract any of its obligations hereunder to a third party.

12.4 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed (and all other provisions) will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

12.5 Force Majeure. ANet shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially



declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree. If ANet is not able to perform under this Agreement due to force majeure, Partner will be released from its obligation to pay any costs/charges under this Agreement until such time as ANet is able to recommence performance again, and Partner shall be entitled to a proportional refund of any costs/charges under this Agreement for the period of ANet's nonperformance due to force majeure.

12.6 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

12.7 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed telecopy or other electronic means; (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Cover Sheet or such other addresses designated pursuant to this Section 12.7.

12.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

12.9 Remedies. Each Party retains all rights not expressly granted hereunder and any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy available under this Agreement or otherwise. Because a breach of any obligations set forth in Sections 5 (Confidentiality), 1.5 (Ownership) and 9 (Non-Solicitation) will irreparably harm a party and substantially diminish the value of a Party's proprietary rights or its Confidential Information, the Parties agree that if either Party believes in good faith that

the other Party has or intends to breach any of its obligations thereunder, the other Party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights hereunder, including without limitation protection of its proprietary rights. The Parties agree that a Party need not invoke the procedures set forth in Section 11 in order to seek injunctive or declaratory relief.

12.10 Insurance. Without in anyway limiting ANet's liability pursuant to the Agreement, ANet will maintain policies of workers compensation, automobile liability, general liability, professional liability and errors and omissions applying to the services provided by ANet to Partner for the entire duration of the Term. If any policies are written on a claims-made form, ANet agrees to maintain such coverage continuously throughout the Term and, without lapse, for a period of at least one year beyond the expiration of the Term, such that should occurrences during the Term give rise to claims made after expiration of the Term, such claims shall be covered. ANet's workers compensation insurance policy as required by this Agreement shall meet the minimum legal requirements and include employer's liability insurance in the amount \$1,00,000 per accident for bodily injury and disease. Such insurance (other than workers' compensation) shall have a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Such insurance shall be issued by an insurance company or companies authorized to engage in such insurance business in the State of California and rated not less than A-VIII in Best's Insurance Guide. In addition, ANet shall maintain a policy of cyber liability coverage, with a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). ANet shall provide thirty (30) days advance written notice to Partner of cancellation, non-renewal or reduction in coverage. General Liability and Business Automobile Liability policies must provide the following: (1) name as Additional Insured Making Waves Academy, its Board, officers, authorized volunteers, agents, and employees and the Contra Costa County Office of Education; and (2) that such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of these Terms and that such policies apply separately to each insured against who claim is made or suit is brought. Before any payment is due to ANet by Partner, ANet must provide Partner with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) as applicable, evidencing all coverages set forth above and shall furnish complete copies of policies

promptly upon Partner's request. ANet also understands and agrees that Partner may withhold payment for services or products for any violation of or noncompliance with these insurance obligations.

12.11 Education Code Section 49073.1. ANet will not use any information in an Education Record for any purpose other than those required or specifically permitted by this Agreement. ANet will not use personally identifiable information in an Education Record to engage in targeted advertising. Students may retain possession and control of their own student-generated content and transfer student-generated content to a personal account, to the extent consistent with the functionality of the Platform, by submitting a written request to Partner. After receiving written authorization from Partner, ANet will provide the option to transfer student account data into a family account (to be paid for by the student or parent/guardian separately). A parent, legal guardian, or eligible student may review personally identifiable information in the student's records and correct erroneous information by notifying the Partner in writing. Upon Partner's written request to ANet, ANet will work with Partner to correct any erroneous student information and provide such information to Partner via the Platform and Partner will make such information available to the parent, legal guardian or eligible student for review. ANet will, within thirty (30) days of receipt of a written request from Partner, provide written notice that student personally identifiable records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

Coversheet

Instructure Renewal

Section: V. Consent Action Items
Item: D. Instructure Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Making Waves Academy Order Form 2020 Renewal.pdf
Making_Waves_Academy_Addendum.pdf

BACKGROUND:

MWA utilizes a Learning Management System (LMS) made by Instructure called Canvas. An LMS is online platform for the administration, documentation, tracking, reporting, automation and delivery of educational courses, and digital curriculum resources.

RECOMMENDATION:

Please approve the annual Instructure agreement with a fiscal impact of \$14,945.00 in the 2020/2021 school year.



Services Order Form

Order #: Q-108005-1
 Date: 5/4/2020
 Offer Valid Through: 5/29/2020

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Making Waves Academy

Address: 3220 Blume Drive #250
 City: Richmond
 State/Province: California
 Zip/Postal Code: 94806
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Primary Contact

Name: _____
 Email: _____
 Phone: _____

Name: Damon Edwards
 Email: dedwards@mwacademy.org
 Phone: (510) 333-5830

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2020	6/30/2021	User	1,300	USD 8.40	USD 10,920.00
24x7 Tier 1 Support (Faculty Only)	7/1/2020	6/30/2021	30% of Subscription (Minimums Apply)	1	USD 3,500.00	USD 3,500.00
Custom Development (Recurring)	7/1/2020	6/30/2021	Per Year	1	USD 525.00	USD 525.00
Recurring Sub-Total						USD 14,945.00
Year 1 Total						USD 14,945.00
Grand Total:						USD 14,945.00

Deliverable	Description	Expiration
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is tax exempt: _____ <i>Please email any/all exemption certifications to ar@instructure.com.</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Making Waves Academy

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C. No.): 1-888-467-2378																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Berkley National Insurance Company</td> <td></td> <td>38911</td> </tr> <tr> <td>INSURER B: National Union Fire Insurance Company of P</td> <td></td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Berkley National Insurance Company		38911	INSURER B: National Union Fire Insurance Company of P		19445	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: Berkley National Insurance Company		38911																				
INSURER B: National Union Fire Insurance Company of P		19445																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** W16406905 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP-7015955_Q-15	03/24/2020	03/24/2021	EACH OCCURRENCE	\$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
			MED EXP (Any one person)				\$ 15,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP-7015955_Q-15	03/24/2020	03/24/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			BODILY INJURY (Per person)				\$	
			BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TCP-7015955_Q-15	03/24/2020	03/24/2021	EACH OCCURRENCE	\$ 5,000,000
			AGGREGATE				\$ 5,000,000	
							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> No <input type="checkbox"/> Yes	TWC-7015956-Q-11	03/24/2020	03/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A	E.L. EACH ACCIDENT				\$ 1,000,000	
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
B	Cyber Liability Errors & Omissions			03-990-55-26	03/24/2020	03/24/2021	Limit of Liability	\$10,000,000
							Limit of Liability	\$10,000,000
							Policy Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER Making Waves Academy and its Authorizer Contra Costa County Office of Education 4123 Lakeside Drive Richmond, CA 94806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

INSTRUCTURE

Services Order Form

Order #: Q-22907-6

Date: 4/14/2017

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Customer Information

Customer:	Making Waves Academy	Billing Contact:	Alton Nelson
Contact:	Alton Nelson	Billing Phone:	(510) 333-5830
Phone:	(510) 333-5830	Billing Email:	anelson@mwacademy.org
Email:	anelson@mwacademy.org		
Address:			
City:	Richmond	P.O. Required?	No
State/Province:	California	P.O. Number:	
Zip/Postal Code:			
Country:	United States	State Sales Tax Exempt?	Yes

Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	User	Cloud SaaS Subscription	7/1/2017	6/30/2018	800	USD 8.25	USD 6,600
24x7 Tier 1 Support (Faculty Only)	30% of Subscription (Min \$3500)	Support	7/1/2017	6/30/2018	1	USD 3,500.00	USD 3,500
Canvas Subscription Training - Annual Unlimited	% of subscription (Min \$3,000)	Training	7/1/2017	6/30/2018	1	USD 500.00	USD 500
Year 1 Sub-Total							USD 10,600
Canvas Cloud Subscription	User	Cloud SaaS Subscription	7/1/2018	6/30/2019	900	USD 8.25	USD 7,425
Year 2 Sub-Total							USD 7,425
Canvas Cloud Subscription	User	Cloud SaaS Subscription	7/1/2019	6/30/2020	1,100	USD 8.00	USD 8,800
Year 3 Sub-Total							USD 8,800
Total							USD 26,825

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Tier 1 Support Setup	One Time Fee	Support			1	USD 0.00	USD 0
Onsite Training (2 Day) Travel Expenses Included	Per Each	Training			1	USD 7,000.00	USD 7,000

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Year 1 Sub-Total							USD 7,000
Total							USD 7,000

Grand Total:	USD 33,825.00
---------------------	---------------



Canvas User
Description
Canvas K-12 subscription based on number of full-time or part-time users (students, teachers, administrators) per year.

Training
Description
Unlimited access for all users to instructor-led online training.

Duration: Instructure will commence the provision of support and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the date of the last signature on this Order Form ("Effective Date"). This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:
 Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>

The price associated with the order form is only available if executed no later than **5/31/2017**

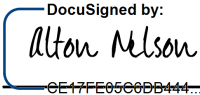
Notes

Implementation Contract Q-28769 must be executed before this contract will be valid

Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any Year 1 recurring costs, training and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. Trainings will expire at 12 months from the later of the contract start date or the subscription start date, specific to this order form, unless otherwise specified by other start and end dates in the order above. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

Making Waves Academy

Signature:	 CE17FE0500BB444...
Name:	Alton Nelson
Title:	Chief Executive Officer
Date:	5/5/2017

Instructure, Inc.

Signature:	 E54F79548BD5478...
Name:	Mathew Searle
Title:	Director, Deal Desk
Date:	5/5/2017

Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions (“**Terms**”) that apply to the provision of any products or services by Instructure, Inc. (“**Instructure**”) to the entity identified on the Order Form (“**Customer**”). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the “**Agreement**.” An “**Order Form**” means any order for the provision of products or services signed by Customer.

1. **Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified on the Order Form. “**Service**” means the proprietary software as a service provided by Instructure and made available through a URL in a hosted environment and other related services provided by Instructure as further described in the Order Form. “**User**” means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
2. **Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the API to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer’s instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.
3. **Customer Responsibilities.** Customer: (a) is solely responsible for Customer Content and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access to the Service.
4. **Instructure Responsibilities.** Instructure shall provide: (a) all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) Support (“**Support**”) pursuant to the terms of Instructure’s customer support, which is specified at <http://www.canvaslms.com/policies/support-terms>.
5. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees (“**Fees**”) set forth in the Order Form. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as set forth in this Agreement, all fees are non-refundable.
6. **Service Level Agreement.** Instructure will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9% (“**Service Commitment**”). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer’s use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer’s sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.
7. **Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Services will conform to its then current documentation. As Customer’s exclusive remedy and Instructure’s sole liability for breach of the warranty set forth in this Section 7, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by Customer.
8. **Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.
9. **Aggregated Data.** As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the “**Aggregated Data**”). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service.
10. **Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUMENT DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. INSTRUMENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO

THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 18, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

11. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "**Confidential Information**" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

12. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the Services, as well as all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

13. Customer Owned Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by a User through the Service remain the sole property of Customer ("**Customer Content**"). Instructure may use the Customer Content to provide and improve the Services in accordance with this Agreement or Customer's instructions.

14. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

15. Term. The term ("**Term**") of this Agreement shall begin on date identified as the Effective Date on the Order Form and shall continue for the time period set forth in the Order Form, unless terminated by the parties in accordance with Section 16.

16. Termination. Either party may terminate this Agreement for the material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain Services, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

17. Suspension of Service. Instructure may immediately suspend the Service and remove applicable Customer Content if Customer and/or its Users have violated a law or the terms of this Agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

18. Infringement. If a third party claims the Service infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer: (a) promptly notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 18 do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure. If a third party claims that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of Customer's breach of this Agreement, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

19. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other

party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 700 Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to the actual state or country of incorporation or residence of Customer. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).

1. **INSURANCE**

- a. Without in anyway limiting Instructure's liability pursuant to the "Indemnification" section of the Agreement, Instructure shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

Coverage:

- A. Coverage for Professional Liability covering Instructure's wrongful acts, grossly negligent actions, errors or omissions in the performance of the Services under this Agreement. The retroactive date (if any) is to be no later than the effective date of this agreement.
- B. Instructure shall secure Cyber Liability Insurance for claims and losses with respect to network or data risks to cover security, privacy, business interruption, cyber extortion, denial of service, data breaches, release of confidential information, unauthorized access/use of information, and identity theft. Such coverage shall cover breach notification and credit notification monitoring expenses as required by the applicable law.
- C. Automobile Liability, covering Symbols 8 and 9 (non-owned and hired autos) if services will be performed on Charter School premises.
- D. Workers' Compensation and Employer's Liability.

Limits: Instructure shall maintain limits no less than the following -

- E. Professional Liability - One million dollars (\$1,000,000) per claim.
 - F. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and \$2,000,000 annual aggregate.
 - G. Cyber Liability - \$1,000,000 per claim and \$2,000,000 aggregate.
 - H. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 - I. Workers' Compensation as required by law. Employer's liability insurance in the amount \$500,000 per accident for bodily injury and disease.
- b. Commercial General Liability and Business Automobile Liability policies must provide the following:

- i. Name as Additional Insured the Charter School and its Board, officers, authorized volunteers, agents, authorizer, and employees.
- ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by the Charter School.
- d. Instructure shall provide thirty (30) days advance written notice to the Charter School of cancellation, non-renewal or reduction in coverage.
- e. If any policies are written on a claims-made form, Instructure agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least one year beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Charter School receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Charter School may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- g. Before commencing any operations under this Agreement, Instructure must provide the Charter School with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and **additional insured policy endorsements**, evidencing all coverages set forth above, promptly upon the Charter School's request. Instructure also understands and agrees that the Charter School may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- h. Approval of the insurance by the Charter School shall not relieve or decrease the liability of Instructure hereunder.

2. **INDEMNIFICATION**

Instructure shall indemnify and hold harmless the Charter School and its Board members, officers, employees, and agents from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by:

Third party claims of personal injury or property damage caused, directly or indirectly, by use of Instructure's Services.

ADDENDUM TO INSTRUTURE STANDARD TERMS AND CONDITIONS

FOR MAKING WAVES ACADEMY

IN CONSIDERATION of the mutual promises by Instructure, Inc. (“Instructure”) and Making Waves Academy (“Making Waves Academy” or “Charter School”) in this Addendum, Instructure and Making Waves Academy agree to the following changes to the Instructure Standard Terms and Conditions (“Agreement”).

No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to the Instructure Standard Terms and Conditions by Instructure shall nullify or modify the terms of this Addendum.

Section 10 (“Limitation of Liability”) of the Instructure Standard Terms and Conditions is amended to read:

EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUTURE DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. INSTRUTURE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S THIRDPARTY INDEMNITY OBLIGATIONS IN SECTION 18 a. and b., EACH PARTY’S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

The following shall be added to the end of Section 18 (“Infringement”) of the Instructure Standard Terms and Conditions is amended to read:

Notwithstanding any other provision of the Agreement, Instructure shall indemnify, defend and hold harmless Making Waves Academy, its authorizers, Board members, officers, employees, authorized volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, claims, penalties, fines, costs and expenses (including legal fees, attorney’s fees and costs and costs of investigation) (collectively “Losses”) and threatened Losses arising out of, relating to, incurred in connection with, or based in whole or in part upon any third-party claim, threatened claim, suit, action or proceeding (“Claim”) made against Making Waves Academy for:

- a. Injury or death of any individual, or the loss, damage or destruction of any real or personal property caused, directly or indirectly, by any act or omission of Instructure or any of its employees, directors, officers, agents, representatives, or subcontractors; or
- b. Any infringement of patent, copyright, trademark, trade secret or other proprietary right caused, directly or indirectly by Instructure or any of its employees, directors, officers, agents, representatives, or subcontractors (“Infringement Claim”); or
- c. Any violation of this Agreement or the AUP by Instructure or its employees, directors, officers, agents, representatives, or subcontractors.

Notwithstanding the foregoing, Instructure shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of Making Waves Academy and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Instructure, or any of its subcontractors, agents, or employees.

Notwithstanding any other provision of the Agreement, Making Waves Academy shall indemnify, defend and hold harmless Instructure, its Board members, officers, employees, authorized volunteers and agents from and against all Losses and threatened Losses arising out of, relating to, incurred in connection with, or based in whole or in part upon any third-party Claim made against Instructure for:

- a. Injury or death of any individual, or the loss, damage or destruction of any real or personal property caused, directly or indirectly, by any act or omission of Making Waves Academy or any of its employees, directors, officers, agents, representatives, or subcontractors;
- b. Any infringement of patent, copyright, trademark, trade secret or other proprietary right caused, directly or indirectly, by Making Waves Academy or any of its employees, directors, officers, agents, representatives, or subcontractors (“Infringement Claim”); or
- c. Use of the Service by Customer or any of Customer’s Users in violation of this Agreement or the AUP.

Notwithstanding the foregoing, Making Waves Academy shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of Instructure and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Making Waves Academy or any of its subcontractors, agents or employees.

The obligations set forth in this Section are conditioned upon the party entitled to a defense of a third party claim (“Indemnified Party”) notifying the other party (“Indemnifying Party”) promptly in writing of any covered action, giving the

Indemnifying Party sole control over the defense thereof and any related settlement negotiations, and cooperating and, at the Indemnifying Party's request and expense, assisting in such defense and any related settlement negotiations. The Indemnified Party may also participate in the defense at its own expense.

If an Infringement Claim is made relating to the Services, Instructure may continue to enable Making Waves Academy to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Making Waves Academy upon notice to Making Waves Academy and with the return of any prepaid and unused fees. Instructure's indemnity obligations for Infringement Claims in this Section do not apply if the Infringement Claim solely arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service by Making Waves Academy in violation of this Agreement or the applicable Services documentation, (c) the Making Waves Academy Content, and/or (d) modification or alteration to the Services by Making Waves Academy or any of its subcontractors, agents or employees without the written consent of Instructure.

The indemnification obligations set forth above shall survive termination of the Agreement between the parties.

Section 19 ("General") of the Instructure Standard Terms and Conditions is amended to read:

Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 700 Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of California. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of

this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).

Section 20 ("Insurance") is hereby added to the Instructure Standard Terms and Conditions and reads:

- a. Without in anyway limiting Instructure's liability pursuant to the "Indemnification" section of the Agreement, and notwithstanding any other provision in the Agreement, Instructure shall maintain during the full term of this Agreement the following insurance amounts and coverage:

Coverage:

A. Coverage for Professional Liability/ Errors and Omissions appropriate for Instructure's profession including Network and Privacy Security covering Instructure's wrongful acts, grossly negligent actions, errors or omissions in the performance of the Services under this Agreement and for claims and losses with respect to network or data risks to cover security, privacy, business interruption, cyber extortion, denial of service, data breaches, release of confidential information, unauthorized access/use of information, and identity theft. Such coverage shall cover breach notification and credit notification monitoring expenses as required by the applicable law. The retroactive date (if any) is to be no later than the effective date of this Agreement.

B. Automobile Liability, covering Symbols 8 and 9 (non-owned and hired autos) if services will be performed on Charter School premises.

C. Workers' Compensation and Employer's Liability.

D. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).

Limits: Instructure shall maintain limits no less than the following -

E. Professional Liability / Errors and Omissions including Network and Privacy Security as described above- Two million dollars (\$2,000,000) per claim.

F. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and \$2,000,000 annual aggregate.

G. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

H. Workers' Compensation as required by law. Employer's liability insurance in the amount \$500,000 per accident for bodily injury and disease.

b. Commercial General Liability and Business Automobile Liability policies must provide the following:

i. Name as Additional Insured the Charter School and its Board, officers, volunteers, agents and employees and the Contra Costa County Office of Education.

ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by the Charter School in writing.

d. Instructure shall endeavor to provide thirty (30) days advance written notice to the Charter School of cancellation, non-renewal or reduction in coverage. Instructure will make best efforts to notify the Charter School within 30 days of any of the policies that are cancelled, non-renewed or reduced in coverage below the requirements required under this agreement.

e. If any policies are written on a claims-made form, Instructure agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least one year beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Charter School receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Charter School may, at its sole

option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Instructure must provide the Charter School with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative with the **additional insured policy endorsements as applicable**, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the Charter School's request. Instructure also understands and agrees that the Charter School may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

h. Approval of the insurance by the Charter School shall not relieve or decrease the liability of Instructure hereunder.

Section 21 ("Compliance") is hereby added to the Instructure Standard Terms and Conditions and reads:

Notwithstanding any other provision in the Agreement, Making Waves Academy and Instructure agree to comply with all applicable California and federal laws, regulations and ordinances including but not limited to the Children's Online Privacy Protection Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), the Family Educational Rights And Privacy (FERPA), and California Education Code section 49073.1.

For compliance with California Education Code Section 49073.1, Making Waves Academy and Instructure agree that:

1. Pupil records obtained by Instructure from Making Waves Academy continue to be the property of and under the control of the Making Waves Academy. Pupil records include any information directly related to a pupil that is maintained by the Making Waves Academy or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Making Waves Academy employees or contractors. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the Instructure's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. Pupils may retain possession and control of their own pupil-generated content and transfer pupil-generated content to a personal account, consistent with the functionality of the Services, by: Submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Instructure will provide the option to transfer student account data into a family account (to be paid for by the pupil or parent/guardian separately).

5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by: Submitting a written request to Making Waves Academy. Making Waves Academy and Instructure will consider what personally identifiable information is available.

6. Instructure shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records. Instructure uses various measures to maintain the security and confidentiality of pupil records including but not limited to strict access controls, auditing and logging, and encryption.

7. In the event of an unauthorized disclosure of a pupil's records, Instructure will notify the Making Waves Academy in writing. To the extent that further notification is required by law, Instructure will coordinate with Making Waves Academy in good faith on a mutually acceptable notification procedure.

8. Instructure shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement.

9. Instructure certifies that a pupil's records shall not be retained or available to Instructure more than thirty (30) days after written request from Making Waves Academy, or ninety (90) days after termination of the Agreement or upon completion of the terms of the Agreement, except for a case where a pupil chooses to establish or maintain an account with Instructure for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced by: Instructure will, within thirty (30) days of receipt of a written request from Making Waves Academy, provide written notice that pupil records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

10. Making Waves Academy agrees to work with Instructure to ensure compliance with FERPA and the Parties will ensure compliance by: Instructure will treat pupil records as confidential information and will not disseminate pupil records to third parties unless needed to fulfill Instructure's rights and obligations under this Addendum or Agreement; in which case disclosure will be subject to an obligation of confidentiality. Instructure may also disseminate pupil records if required by law or court order.

11. Instructure shall not use personally identifiable information in pupil records to engage in targeted advertising.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth above.

**Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806**

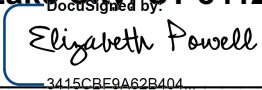
By: _____

Name: _____

Title: _____

Date: _____

**Instructure, Inc.
6330 South 3000 East, Ste. 700
Salt Lake City, UT 84121**

By:  _____
3415CBF9A62B404

Name: Elizabeth Powell

Title: Senior Manager, Deal Desk

Date: 6/8/2020

Coversheet

Securly

Section: V. Consent Action Items
Item: E. Securly
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Making Waves - Inv. 43014 - Revised.pdf
Please_DocuSign_Addendum_to_Securly_Agreemen.pdf

BACKGROUND:

Securly is a cloud based web filtering system for Chromebooks that works when students are on or off campus. It helps to keep schools CIPA compliant, enhances safety on social media/search engines, maintains an age-appropriate internet content, and alerts schools to online bullying and self-harm incidents.

RECOMMENDATION:

Please approve the annual Securly agreement with a fiscal impact of \$7,230.52 in the 2020/2021 school year.

REMIT PAYMENT TO:



TREBRON

COMPANY INC.

5506 35TH AVE N.E. SEATTLE, WA 98105
 PH. (206) 527-3477 FAX (206) 527-4288

Invoice

DATE	INVOICE #
7/1/2020	43014

BILL TO:

Making Waves Academy
 4123 Lakeside Drive
 Richmond, CA 94806
 Attn: Accounts Payable

SHIP TO:

Making Waves Academy
 3220 Blume Drive STE 250
 Richmond, CA 94806

P.O. NO.	TERMS	DUE DATE	REP
Alton Nelson Jr.	Net 30	7/31/2020	EP

QTY.	ITEM CODE	DESCRIPTION	RATE	AMOUNT
1	SECURLY PP	SECOND OF 3 ANNUAL PAYMENTS SECURLY ANYWHERE FILTERING - 1,110 USERS SECURLY 24 - 1,110 USERS - 3 YEARS (6/19/19 - 6/18/22) Per the signed Purchase Agreement between Trebron Company, Inc. (Seller) and Making Waves Academy (Buyer), executed 6/19/19, Buyer has agreed to purchase the product indicated on this invoice for a sum of \$21,691.56 to be made in 3 annual installments as follows. Price does not include freight charges or sales tax if applicable. Payment Schedule: Payment 1 Due July 2019 \$7,230.52 Payment 2 Due July 2020 \$7,230.52 Payment 3 Due July 2021 \$7,230.52 Out-of-state sale, exempt from sales tax	7,230.52	7,230.52T
			0.00%	0.00
* Please note finance charges will apply if invoice is not paid within 30 days of due date.			TOTAL	\$7,230.52

ADDENDUM TO THE SECURLY TERMS AND CONDITIONS OF SERVICE

FOR MAKING WAVES ACADEMY

IN CONSIDERATION of the mutual promises by Securly, Inc. (“Securly”) and Making Waves Academy in this Addendum, Securly and Making Waves Academy agree to the following changes to the Securly Terms and Conditions of Service (“Agreement”) between Securly and Making Waves Academy.

No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to the Agreement or Securly Privacy Policy by Securly shall nullify or modify the terms of this Addendum.

Section 22 (“Education Code Section 49073.1”) is hereby added to the Agreement and reads:

Notwithstanding any other provision in the Agreement, Making Waves Academy and Securly agree to comply with all applicable California and federal laws and regulations including but not limited to the Children’s Online Privacy Protection Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), the Family Educational Rights And Privacy (FERPA), and California Education Code section 49073.1.

In addition to the other terms as set forth in the Agreement, for compliance with California Education Code Section 49073.1, Making Waves Academy and Securly agree that:

1. Securly will not use any information in a student education record for any purpose other than those required or specifically permitted by the Agreement.
2. User Data and Making Waves Academy’s student education records continue to be the property of and under the control of Making Waves Academy.
3. Students may retain possession and control of their own student-generated content and transfer student-generated content to a personal account, to the extent consistent with the functionality of the Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Securly will provide the option to transfer student account data into a family account (to be paid for by the student or parent/guardian separately).
4. Securly certifies that a student’s education records shall not be retained or available to Securly more than thirty (30) days after termination of the Agreement, except for a case where a student chooses to establish or maintain an account with Securly for the purpose of storing student-generated content, either by retaining possession and control of their own student-generated content, or by transferring student-generated content to a personal account. Securly will, within thirty (30) days of receipt of a written request from Making Waves Academy,

provide written notice that student education records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

5. In the event of a breach or suspected breach of any privacy or security measures described herein or an unauthorized disclosure of a student's education records that has become known to Securly, Securly will immediately notify Making Waves Academy thereof in writing, and use its commercially reasonable efforts to remedy such breach.

6. Securly has implemented a security program to protect the User Data, education records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alternation, and destruction. Its security measures include the designation and training of responsible individuals and are designed to protect personal information, to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of Services.

7. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by logging into their account and updating their information.

8. Securly does not use personally identifiable information in student records to engage in targeted advertising.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806


By: _____

Name: _____

Title: _____

Date: _____

Securly, Inc.
111 North Market Street, 4th Floor, Suite 400
San Jose, CA 95113

By:  _____
B162810C4958416...

Name: Vinay Mahadik

Title: CEO

Date: 6/2/2020

Coversheet

Renaissance Place Schoolzilla and Accelerated Reader

Section: V. Consent Action Items
Item: F. Renaissance Place Schoolzilla and Accelerated Reader
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Terms and Conditions v3 (FINAL 052820)_RLsigned.pdf
Q2304633_Making Waves 1-Year Proposal.pdf

BACKGROUND:

Accelerated Reader and Schoolzilla are products made by Renaissance. Accelerated Reader is a web-based platform for K-12 schools for monitoring the practice of reading. Schoolzilla is a web based data warehouse platform that pulls in data from various sources and provides real-time dashboards and analyses to our school leaders and staff.

RECOMMENDATION:

Please approve the attached Renaissance Learning renewal agreement with a fiscal impact of \$24,867.00.

RENAISSANCE[®]

Terms of Service and License Renaissance Learning, Inc.

These Terms of Services and License (“Terms”) govern Your access to and use of the Products. The exact Products are described in Your Quote, which is also a part of these Terms.

1. Definitions. Capitalized words have special meaning and are defined below.

2. License to Products

2.1 We grant You a license to access and use the Products, if You agree to these Terms. Some Products such as Star Reading, myIGDIs and Accelerated Reader must be used in Your buildings (“In-School Products”). Other Products such as Freckle and myON Reader) may be used outside of school (“Anywhere Products”).

2.2 We will also host the Products (“Hosting Services”), which You may access via the Internet.

2.3 Who May Use the Products and Where.

- a. In-School Products. Your students, including Homebound Students, faculty and staff may use the Products with assessment tools in Your buildings, unless we agree in advance that In-School Products may be used in other locations.
- b. Anywhere Products. Your students, faculty and staff may use Content Products anywhere that they may access them.
- c. SmartStart. You will have access to Renaissance SmartStart, a free on-demand, in-product training program that includes resources to help Your faculty and staff use Your Products.
- d. Access. Your access starts on the date shown in Your Quote. Access will be for all the Products in Your Quote and will run through the end of the Term. Because we need to protect ourselves (and You), we may temporarily stop Your access due to a threat from a hacker, virus or other cyber-attack. We will make reasonable efforts to promptly protect and/or repair the Products and restore your access to the Products after such threats or attacks.
- e. Student Capacity. The maximum number of Your students authorized to use the Products during the Subscription Period is identified in Your Quote. You may increase that number, during the Subscription Period, provided we agree to do so in writing.

2.4 Account Set Up.

- a. We will create Your administrator account and give You access, along with Your identification number, password, encryption key, and any other access codes. You should safeguard this information.
- b. We will also help You load Your Data. You remain responsible for creating user names and passwords for Your students, faculty and staff. You agree not to transfer or sell this login information to anyone other than the intended user at Your institution.

2.5 Your Hardware, Other Software and Services. Our Products should work well with most of Your hardware, and other software and services that You use (“ThirdParty Services”). We work with You to try and configure

Your Products to work with Third-Party Services, but we cannot guarantee that Third-Party Services will operate correctly or that the Third-Party Services will be available during Your Term.

2.6 Maintenance. We may need to update Your Products to maintain their performance. These Terms apply.

3. Professional Services

3.1 Professional Services. If identified in Your Quote, Renaissance-provided Professional Services will be governed by these Terms, including **Exhibit B**.

3.2 Deliverables and Ownership. We own all Deliverables created as part of Renaissance-provided Professional Services. However, You may use all Deliverables during Your Subscription Period; Your use is non-transferable, non-sublicensable and non-exclusive.

4. Fees. You agree to pay us the amount in the Quote (“Fees”) within 30 days of our invoice unless we agree in advance on alternate payment terms. Amounts not paid within that time (and, not subject to a good faith dispute), bear interest from the time payment was due until the time paid, at the higher rate of (a) 1% per month compounded monthly, or (b) the highest rate allowed by law in Your state. You also agree that no terms or conditions in Your purchase order (or other order documentation) form override these Terms. If You do not pay Your Fees, You are materially breaching these Terms and Your access to the Products will end.

5. Term; Termination; Effect of Termination

5.1 Term. These Terms start on the first date written in Your Quote and continue until the end of Your Subscription Period (the “Term”).

5.2 Termination.

- a. For Convenience. You may terminate in the first 60 days of the Term by notifying us in writing. We will refund Your Fees other than those for Professional Services.
- b. For Breach. A party that receives written notice of a material breach has 30 days to cure the breach. If the breach is not cured, the notifying party may terminate these Terms by giving written notice. We will refund Your Fees on a prorated basis through the end of Your Term.

- c. For Bankruptcy. Either party may terminate these Terms immediately upon the other party's filing of an application for bankruptcy, whether voluntary or involuntary.

5.3 Effect of Expiration or Termination: Survival.

- a. Access. Once Your Subscription Period is over, your access to Your Products will terminate, unless we have agreed in advance to continue our relationship.
- b. Survival. Some provisions in these Terms naturally survive termination in Your jurisdiction. You agree that Sections 5.3, 6-10 and 12 survive termination.

6. Intellectual Property Rights; Ownership

6.1 As part of Your Subscription, You are authorized to use our trademarks, copyrights and patents. You own and control Your Data, and as part of Your Subscription, You grant us a non-exclusive, royalty free, worldwide license to use, store, edit, re-format Your Data in order for the Products to function.

6.2 To avoid any doubt, we are not expressly or implicitly granting you any other rights, license, release, covenant or immunities, including by estoppel, to the Products.

7. **Confidentiality**. You and Renaissance agree to take reasonable steps to keep each other's Confidential Information secret and not to disclose it to, or allow it to be used by, anyone who does not work for one of us. You also agree to treat our Confidential Information as if it was Yours; and, we will treat Your Confidential Information as if it was ours.

8. Data Protection and Security.

8.1 Data You Need to Avoid. Your Products are not meant for data not related to academics and assessments.

Accordingly, You agree that You will not provide to us any social security numbers, financial account numbers, protected health information, driver's license information, passport or visa number, or credit card information.

8.2 Data Protection. Data security and privacy of Your Data is important to us and is governed by the provisions here <https://doc.renlearn.com/KMNet/R62068.pdf>, or as Renaissance and You may agree separately, as required by law, or as set forth in the applicable Privacy Notice. We may need to access Your account and any data contained within that account in the event You submit a support request. Any such access will be governed by the Privacy Notice.

9. Indemnification

9.1 Renaissance Indemnification. We agree to indemnify You against any Action alleging that Your use of the Products infringes a United States copyright, trademark, or patent. You agree that our indemnification will be limited to paying the amount stated in a final nonappealable judgement or a mutually acceptable settlement agreement. You also agree that we are not responsible

for any Action against You solely arising from: (i) unauthorized modification of Products by, or directed by, You; (ii) Your continued alleged infringement after being notified; (iii) any third-party software or services; or, (iv) Your use of the Products in violation of these Terms. If the Products are enjoined from use, in a final non-appealable decision, we may, at our sole expense and option: (i) negotiate a license for Your continued use of the Products; (ii) replace or modify the Products with non-infringing Products; or, (iii) terminate Your access to the Products without any liability to You, subject to Your right to terminate. We also reserve the right to modify the Products to avoid potential infringement.

We agree to defend, indemnify, and hold Making Waves Academy, its Board, officers, directors, employees, contractors and agents harmless from and against any Loss resulting from any Action arising from or related to Renaissance's breach or violation of these Terms, its Privacy Notice, Data Protection Addendum or applicable California or federal law or regulation.

9.2 Your Indemnification. Making Waves Academy agrees to defend, indemnify, and hold Renaissance harmless from and against any Loss resulting from any Action arising from or related to Making Waves Academy's breach or violation of these Terms or applicable California or federal law or regulation.

9.3 Indemnification Procedure. Renaissance and You agree: (a) to promptly notify the other in writing of any Action; (b) to provide exclusive control and discretion to the indemnifying party (including choice of counsel and settlement authority); and (c) to cooperate (at indemnifying party's expense) with reasonable requests in support of the defense against any Action.

9.4 Sole Remedy. The indemnity provided in this section shall be Your sole and exclusive remedy regarding Actions based on third-party Intellectual Property Rights.

10. Limitation of Liability and Disclaimer of Warranties

10.1 PRODUCTS ARE "AS IS"; NO WARRANTY THAT THEY WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT POSSIBLE DEFECTS WILL BE CORRECTED; AND; WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY ARISING FROM COURSE OF DEALING OR PERFORMANCE. NOTWITHSTANDING THE ABOVE DISCLAIMERS, WE AGREE TO MAKE REASONABLE EFFORTS TO MAINTAIN THE SECURITY OF THE PRODUCTS AND TO PROMPTLY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS.

10.2 Limitation of Liabilities.

Provided the laws of Your State permit it, the parties agree:

- a. to limit liability under these Terms to direct damages, specifically excluding liability for any other damages;
- b. to cap each party's aggregate liability arising out of these Terms to the lesser of (i) Your Fees; or, (ii) \$100,000;
- c. that we have no responsibility for Third-Party Services;
- d. to limit our liability with respect to Professional Services or Deliverables to correction of such Professional Services or Deliverables. If correction is impractical, we will refund the pertinent Fees;
- e. that the fees and rights granted to each party, along with the allocation of risk in these Terms reflect the economic basis of the parties' relationship. Absent the economic basis, these Terms would not have been made.

This Section does not apply to the indemnification obligations set forth in Section 9.

11. Force Majeure. If You or we need to delay (or, fail) to perform an obligation under these Terms due to an act of God or a natural disasters ("**Force Majeure**"), we will avoid a potential breach by: (a) promptly notifying the other Party in writing of the Force Majeure; (b) using reasonable efforts to mitigate delay or failure; and, (c) promptly resuming performance after the Force Majeure. If Renaissance is not able to perform under these Terms due to force majeure, Making Waves Academy will be released from its obligation to pay any costs/charges under these Terms until such time as Renaissance is able to commence performance again, and Making Waves Academy shall be entitled to a proportional refund of any costs/charges paid by Making Waves Academy under these Terms for the period of Renaissance's nonperformance due to force majeure.

12. Miscellaneous

- 12.1 Entire Agreement. These Terms constitute the entire agreement between Renaissance and You and supersede all previous agreements. Any changes to these Terms must be in writing and signed by both parties.
- 12.2 Severability. If a provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. You and we agree to substitute a valid provision, most closely approximating the intent of the severed provision.
- 12.3 Waiver. If a party fails to exercise a right (or insists on strict compliance by the other of an obligation) under these Terms, the other may still exercise such right (or insist on compliance). Also, waiver by one party of a particular default by the other is not a continuing waiver that impairs the aggrieved party's rights to subsequent default.
- 12.4 Working Through Issues and Governing Law. If either party has a misunderstanding or disagreement, the parties agree to meet to try and work it out. While we hope we

can work it out amongst ourselves, if the parties cannot, then the parties can use Your state's laws and system to guide us.

- 12.5 Notices. Notices under these Terms shall be in writing and shall be deemed received when delivered (a) in person, (b) via the USPS, postage prepaid, (c) via UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.
- 12.6 Assignment. The rights and obligations of either party under these Terms may be transferred only with the prior written consent of the other party, except that we reserve the right to assign without restriction to an entity that acquires substantially all of our stock, assets, or business. Upon valid transfer, these Terms inure to the benefit of, and bind, the successors, assigns, heirs, executors and administrators of the parties.
- 12.7 Relationship of the Parties. The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation nor make any representation or warranty on behalf of the other Party. There are no third-party beneficiaries to these Terms.
- 12.8 Limitation of Action. Any action by either party in connection with these Terms must be brought (a) within two years after the cause of action arose or (b) such longer period of time as required by applicable law.
- 12.9 Duplicates. These Terms may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of these Terms shall be treated as an original for all purposes.
- 12.10 Export Law Assurances. You may not use or export the Products except as authorized by U.S. law. In particular, You agree not to export the Products (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Products, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.
- 12.11 Representations. Each party represents and warrants that it is duly authorized to enter into these Terms.
- 12.12 Equitable Rights. Each party acknowledges that a breach (or threatened breach) of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy, without posting bond.

13. Insurance

Without in anyway limiting Renaissance's liability pursuant to these Terms, Renaissance will maintain policies of workers compensation, automobile liability, general liability, professional liability and errors and omissions applying to the Products provided by

Renaissance to Making Waves Academy for the entire duration of the Subscription Period.

If any policies are written on a claims-made form, Renaissance agrees to maintain such coverage continuously throughout the Subscription Period and, without lapse, for a period of at least one year beyond the expiration of the Subscription Period, such that should occurrences during the Subscription Period term give rise to claims made after expiration of the Subscription Period, such claims shall be covered.

Such insurance shall have a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Such insurance shall be issued by an insurance company or companies authorized to engage in such insurance business in the State of California and rated not less than A-VIII in Best's Insurance Guide. In addition, Renaissance shall maintain a policy of cyber liability coverage, with a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Renaissance shall provide thirty (30) days advance written notice to the Making Waves Academy of cancellation, non-renewal or reduction in coverage.

General Liability and Business Automobile Liability policies must provide the following: (1) name as Additional Insured Making Waves Academy, its Board, officers, authorized volunteers, agents, and employees and the Contra Costa County Office of Education; and (2) that such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of these Terms and that such policies apply separately to each insured against who claim is made or suit is brought.

Upon execution of these Terms and before any payment is due to Renaissance by Making Waves Academy, Renaissance must provide the Making Waves Academy with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) as applicable, evidencing all coverages set forth above and shall furnish complete copies of policies promptly upon the Making Waves Academy's request. Renaissance also understands and agrees that the Making Waves Academy may withhold payment for Products or services for any violation of or noncompliance with this Section.

14. Education Code 49073.1

Renaissance shall not use personally identifiable information in pupil records to engage in targeted advertising.

Renaissance shall not use any information in a student educational record for any purpose other than those required or specifically permitted by these Terms or the Data Protection Addendum.

Students may retain possession and control of their own student-generated content and transfer student-generated content to a personal account, consistent with the functionality of the Products, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Renaissance will provide the option to transfer student account data into a family account (to be paid for by the student or parent/guardian separately).

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.


RENAISSANCE LEARNING, INC.	MAKING WAVES ACADEMY (2906698)
Signature: 	Signature:
Name: Debra C. Schoenick	Name:
Title: VP Proposal Solutions	Title:
Date: 5/28/2020	Date:

EXHIBIT A

Definitions “**Action**” means a third-party claim, suit, or arbitration.

“**Products**” means the commercial software products (including all related intellectual property) being provided to You under these Terms, including, in all cases, executable program modules thereof, as well as related documentation, Content and computer readable media, regardless of how Products are accessed or used. The Products are set forth in the Quote and shall include all Renaissance Product and related content.

“**Authorized User**” means Your faculty and staff (including administrators and teachers), students accounted for in Your Quote (including Homebound Students) and the parents of such students.

“**Confidential Information**” means proprietary, technical, financial information and student educational records that one of us discloses to the other. Renaissance confidential information includes trade secrets, technology, information related to our business operations, and any technical information related to the Products or Hosting Services.

“**Content**” means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.

“**Deliverables**” means any work product or materials to be developed or delivered by Renaissance in connection with the Services.

“**Homebound Student**” means one of Your students that cannot attend school due to conditions adequately substantiated by a provider or authority in Your jurisdiction.

“**Intellectual Property Rights**” means worldwide intangible assets including (a) patents (design, utility or other), patent disclosures, Products and inventions (patentable or not), (b) trade and service marks, trade dress, trade names and domain names, including associated goodwill, (c) original expressions in any fixed medium (registered and unregistered) copyrights and copyrightable works (including Products) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) other intangible assets (registered or unregistered) and (f) Products for, and renewals or extensions of, (a) – (e) and/or similar or equivalent rights or assets.

“**Loss**” means all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Marks**” mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

“**Privacy Notice**” means the applicable Product Privacy Notice located at www.renaissance.com/privacy - we update these from time to time to stay current.

“**Products**” means the commercial educational online software products being provided to You under this Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

“**Professional Services**” means those professional services identified in the Quote and further described in **Exhibit B** and any other professional, technical or support services that Renaissance provides to You. Professional Services expire at the end of the Subscription Period.

“**Quote**” means the quote You and Renaissance signed to provide You access to Your Products during Your Subscription Period.

“**Renaissance**”, “**We**” or “**Us**” means Renaissance Learning, Inc., a Wisconsin corporation, and its affiliates, as well as their respective directors, officers, employees, contractors and agents.

“**Terms of Service and License**” or “**Terms**” means these Terms of Service and License and the Privacy Policies, as amended by the parties.

“**Subscription Period**” means the time during which You have access to the Products. The Subscription Period starts on the first date and ends on the last date written in Your Quote, unless these Terms are terminated early by You or us. Then, Subscription Period ends on the date of termination.

“**You**” means the entity identified in the Quote. “**Your Data**” includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-in information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both

“personally identifiable information” and “personal information” as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

EXHIBIT B

Additional Terms and Conditions - Professional Services

You agree to the following for any Professional Services ("Training") made available to You either remotely or on-site:

- a. To provide facilities that are conducive to adult learning, including a computer, broadband Internet connection and two-way sound for each of Your participants;
- b. To participate in a pre-planning meeting with us (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing us to tailor the Training content to the specific needs of Your participants. We will focus our Training on learning outcomes agreed to during the pre-planning meeting. We will also strive to adapt our Training to meet needs raised at the Training;
- c. To absorb actual out-of-pocket travel expenses incurred due to Your last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to \$750;
- d. To use any Professional Services within the Subscription Period. Otherwise, You risk losing those services;
- e. To our using third parties to assist with Renaissance-provided Professional Services (we will be responsible for ensuring their integrity and compliance with these Terms, as well as their compensation and expenses);
- f. To refrain, without our written consent, from recording the Training and from copying any materials or Content.

RENAISSANCE®

Quote
2304633

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Making Waves Academy - 2906698
4123 Lakeside Dr
San Pablo, CA 94806-1942
Contact: Damon Edwards - (510) 262-1511
Email: dedwards@mwacademy.org

Reference ID: 429397
Created: 04/09/2020

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	\$25,020.00
Applied Discounts	\$(153.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$24,867.00

This quote includes: Renaissance Accelerated Reader, Renaissance Star Reading and Schoolzilla.

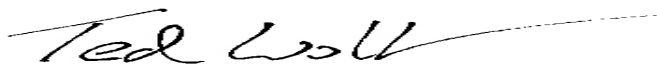
To receive applicable discounts, all orders included on this quote must be received at the same time.

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Making Waves Academy - 2906698
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 04/09/2020	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Michael Bischoff at (866)391-5343, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

RENAISSANCE®

Quote
2304633

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details					
Making Waves Academy - 2906698					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
ACCELERATED READER SUBSCRIPTION	07/01/2020 - 06/30/2021	940	\$7.15	\$0.00	\$6,721.00
STAR READING SUBSCRIPTION	07/01/2020 - 06/30/2021	1,020	\$4.95	\$(153.00)	\$4,896.00
SCHOOLZILLA ENTERPRISE	07/01/2020 - 06/30/2021	1,000	\$10.00	\$0.00	\$10,000.00
Platform Services					
ANNUAL ALL PRODUCT RENAISSANCE PLATFORM	07/01/2020 - 06/30/2021	1	\$750.00	\$0.00	\$750.00
Data Integration Services					
CUSTOM DATA INTEGRATION LEVEL 5 (0 - 1,500 SUBSCRIPTIONS)	07/01/2020 - 06/30/2021	1	\$2,500.00	\$0.00	\$2,500.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Making Waves Academy Total				\$(153.00)	\$24,867.00

©Copyright 2020 Renaissance Learning, Inc. All rights reserved.

All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Reader, Freckle, myIGDIs, myON, myON News, Renaissance-U, Renaissance Place, Schoolzilla, Smart Start, Star Assessments, Star Custom, Star Early Literacy, Star Math, Star Reading, Star CBM, and Renaissance, are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.

Coversheet

APEX

Section: V. Consent Action Items

Item: G. APEX

Purpose: Vote

Submitted by: Damon Edwards

Related Material:

Apex and Making Waves - AMENDMENT TWO (MWA clean v3 060820).pdf

BACKGROUND:

Apex Learning is the online course platform that MWA utilizes for credit recovery in the Upper School.

RECOMMENDATION:

Please approve the attached renewal contract with a fiscal impact of \$12,000.00

AMENDMENT TWO
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN
APEX LEARNING INC. AND MAKING WAVES ACADEMY

This amendment effective on June 15, 2020 (“**Amendment Two**”) shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of October 22, 2018 (the “**Original Agreement**”), as previously amended by Amendment One dated June 15, 2019 (“**Amendment One**”), between Apex Learning Inc., a Washington corporation, with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Making Waves Academy with its principal place of business at 4123 Lakeside Drive, Richmond, CA 94806-1942 (“**Client**”) (the Original Agreement and Amendment One together, the “**Agreement**”).

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The terms and conditions of the Agreement remain in full force and effect except as amended below. In consideration of the covenants and conditions set forth in this Amendment Two and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to further amend the Agreement as follows and once executed by both parties this Amendment Two shall be incorporated into and be a part of the Agreement:

- A. Term Extension:** The Agreement Term under Section 9.1 is extended through June 14, 2021.
- B. Access to Apex Curriculum:** Apex Learning will provide Client with 80 Courses Unlimited Enrollment Subscriptions during the period June 15, 2020 through June 14, 2021. Courses subscriptions do not include access to Technology Courses.

Price: \$12,000.00

Each "Unlimited Enrollment Subscription" provides access for one student enrolled in any number of Courses at the same time. If a student completes or withdraws from all Courses in which he or she is enrolled, the subscription may be reused to enroll another student in any number of Courses. The number of students enrolled at the same time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access through June 14, 2021 at \$150.00 per subscription.

- C. Invoice Schedule:** Apex Learning will invoice Client in the amount of \$12,000.00 on June 15, 2020.
- D. Modification of Insurance Coverage:** The text in Amendment One, Section F is deleted in its entirety and restated as follows:

Without in anyway limiting Apex Learning’s liability pursuant to the Agreement, Apex Learning will maintain policies of workers compensation, automobile liability, general liability, professional liability and errors and omissions applying to the services provided by Apex Learning to Client for the entire duration of the Term.

If any policies are written on a claims-made form, Apex Learning agrees to maintain such coverage continuously throughout the Term and, without lapse, for a period of at least one year beyond the expiration of the Term, such that should occurrences during the Term give rise to claims made after expiration of the Term, such claims shall be covered.

Such insurance shall have a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Such insurance shall be issued by an insurance company or companies authorized to engage in such insurance business in the State of California and rated not less than A-Vill in Best's Insurance Guide. In addition, Apex Learning shall maintain a policy of cyber liability coverage, with a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Apex Learning shall provide thirty (30) days advance written notice to Client of cancellation, nonrenewal or reduction in coverage.

General Liability and Business Automobile Liability policies must provide the following: (1) name as Additional Insured Making Waves Academy, its Board, officers, authorized volunteers, agents, and employees and the Contra Costa County Office of Education; and (2) that such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of these Terms and that such policies apply separately to each insured against who claim is made or suit is brought.

Upon execution of this Amendment Two and before any payment is due to Apex Learning by Client, Apex Learning will provide Client with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) as applicable, evidencing all coverages set forth above and shall furnish complete copies of policies promptly upon Client's request. Client may withhold payment for services or products for any violation of or noncompliance with these insurance obligations.

- E. Modification of Indemnity:** The text in Section 7.1 of the Agreement is deleted in its entirety and amended to read as follows:

7.1 ***Duty to Indemnify.*** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party (the "**Indemnifying Party**") will indemnify, defend, and hold the other party and its Board, directors, officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, including reasonable attorneys' fees and costs, penalties, fines, judgments, awards, liabilities, expenses and damages ("Loss") arising out of or in connection with any breach or alleged breach by the Indemnifying Party of any of the provisions of the Agreement or Apex Learning's Privacy Policy or Terms of Use. Notwithstanding the foregoing, Apex Learning shall have no obligation under this section with respect to any Loss that is caused by the negligence or willful misconduct of Client or its agents or employees and Client shall have no obligation under this section with respect to any Loss that is caused by the negligence or willful misconduct of Apex Learning or any of its agents or employees.

- F. Modification of Exclusion of Certain Damages and Limitation on Liability:** The text of Section 8 of the Agreement is deleted in its entirety and amended to read as follows:

8.1 **EXCLUSION OF CERTAIN DAMAGES.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 TO THE EXTENT (AND SOLELY TO THE EXTENT) THAT SUCH DAMAGES FORM A PART OF THE THIRD PARTY CLAIMS FOR WHICH IDEMNIFICATION IS SOUGHT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2 **LIMITATION ON LIABILITY.** IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT, EXCEPT THAT THIS SECTION 8.2 SHALL NOT APPLY TO A PARTY FOR ANY CLAIMS ARISING OUT OF THAT PARTY'S WILLFUL MISCONDUCT.

8.3 **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY AS SET FORTH ABOVE REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

- G. Modification of Force Majeure:** The text of Section 10.2 of the Agreement is deleted in its entirety and amended to read as follows:

Force Majeure. For a reasonable time period, either party will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond the party's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, pandemics, telecommunications failures, fires, earthquakes, storms or other similar causes. If Apex Learning is not able to perform under the Agreement due to force majeure, Client will be released from its obligation to pay any costs/charges under the Agreement associated with Apex Learning's non-performance until such time as Apex Learning is able to commence performance again and Client shall be entitled to a proportional refund of any costs/charges paid by Client under the Agreement for the period of Apex Learning's nonperformance due to force majeure.

Agreed.

Apex Learning Inc.

Making Waves Academy

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Coversheet

PDPglobal Renewal

Section: V. Consent Action Items
Item: H. PDPglobal Renewal
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Making Waves_7773_PDP.pdf

BACKGROUND:

This is a personality assessment tool used during the recruitment process to obtain a candidate's match to the job.

RECOMMENDATION:

We recommend the board approves the PDP proposal for the upcoming school year.



Invoice # 7773

IF PAYING BY CHECK REMIT TO:

Nelson

P. O. Box 49195
San Jose, CA 95161-9195

Making Waves Academy Schools
Scott Pullman
4123 Lakeside Drive
Richmond, California 94806

Terms	Customer #	Invoice Date
Net 10	116660	06/11/2020

Week Ending Date	Employee	PO	Position	Time Class	Qty	Rate	Total
	PDP Certification & Platinum Account	Level 25 – 126	Surveys				\$5,800.00
	PDP Credit						(\$1,634.00)

<p>Questions about your invoice? Please contact the Accounting Department at AccountsReceivable@nelsonhr.com or at (707) 935-6121</p>	<p>Total Due: \$ 4,166.00</p>
--	--------------------------------------

Coversheet

15Five Renewal

Section: V. Consent Action Items
Item: I. 15Five Renewal
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Making Waves Academy 2020 Renewal Order Form (2).pdf

BACKGROUND:

15Five is a web-based management solution dedicated to creating highly engaged and passionately fulfilled workforces. The online tools supports the organization in deepening the connection between employees, managers, and peers by empowering transparency, meaningful conversations, and effective feedback.

RECOMMENDATION:

We recommend the board approves the 15Five contract for the upcoming school year.



Order Form

Effective Date: 6/1/20 **Expiration:** 6/20/20

Prepared by:	Sasha Friedkin Sasha.Friedkin@15Five.com	Customer:	
	15Five Inc Dept LA 25012 Pasadena, CA 91185-5012		Making Waves Academy Billing Address 3220 Blume Drive Richmond, California 94806 United States ID: 35485

Subscription				
Plan	Subscription Term	License	Users	Annual Price
15Five Plus	6/22/20-6/21/21	\$14/user/month \$8.40/user/month (non-profit discount)	100	\$10,080
Total Annual Price				\$10,080

Terms & Conditions
<ol style="list-style-type: none"> I certify that I am authorized to execute this Order Form on behalf of the Customer and agree to the terms. This Order Form is noted as "Confidential Information" Invoice will be sent upon Order Form execution and will be payable Net 15 via ACH, wire, or credit card. The terms of this Order Form and the 15Five Terms of Service (https://www.15five.com/terms/) govern the terms of this transaction. See https://www.15five.com/pricing/ for a detailed description of 15Five products and services.

Signatures	
By Customer: Name: Alton B. Nelson Jr. Title: CEO Date: Signature: _____	By 15Five: Name: Sasha Friedkin Title: Customer Success Manager Date: Signature: _____