



Making Waves Academy

Special Board Meeting

Date and Time

Tuesday December 14, 2021 at 5:00 PM PST

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/81330111825?pwd=eTY1MlhWUjNnc2ZUR3pjV1NDSzFSUT09>

Passcode: 423931

Or One tap mobile :

US: +16699006833,,81330111825#,,,,*423931# or +13462487799,,81330111825#,,,,*423931#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799
or +1 929 436 2866

Webinar ID: 813 3011 1825

Passcode: 423931

International numbers available: <https://mwacademy.zoom.us/j/81330111825?pwd=eTY1MlhWUjNnc2ZUR3pjV1NDSzFSUT09>

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:

Ashley Yarbrough at ayarbrough@mwacademy.org or 510-779-1427.

In accordance with AB 361 in the State of California, we will be hosting this board meeting via teleconference due to the following circumstances:

- The MWA Board of Directors is holding a meeting during a proclaimed state of emergency by the State of California due to the COVID-19 pandemic **as per their approved findings on December 9, 2021.**

Public Comment

- **For special board meetings, the public may address the Board only concerning the items on the agenda.**
- Under Public Comment, members of the public may
 - **May address the Board only concerning the items on the agenda**
 - **Presentations are limited to two minutes each**, or a total of ten 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.
- **While meetings are held virtually, speakers may submit a request to speak before 9:00 AM on the day of the board meeting or use the raise hand function during the public comment sections of the meeting.**
 - **If you would like to send your request to speak prior to the meeting, please email your request to ayarbrough@mwacademy.org in English or Spanish.**
 - **During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.**
- 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.

De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:

- La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19 según sus hallazgos aprobados el 9 de diciembre de 2021..

Comentarios públicos

- **Para las reuniones especiales de la mesa directiva, el público puede dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
- **Bajo comentario público, los miembros del público pueden:**
 - **Dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
 - **Las presentaciones están limitadas a dos minutos cada una, o un total de diez minutos para todos los oradores, o se puede acortar el límite de dos minutos.**
- **De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva**

a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.

- **Mientras las reuniones se llevan a cabo virtualmente, los miembros del público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.**
 - **Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a ayarbrough@mwacademy.org en inglés o español.**
- *En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.*

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:

Ashley Yarbrough at ayarbrough@mwacademy.org or 510-779-1427.

Please note that all agenda times are estimates.

Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
Opening Items			
A.	Call the Meeting to Order	Alicia Klein	
	Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.		
B.	Record Attendance	Alicia Klein	1 m
	Roll call and verification of quorum.		
C.	Public Comment	Alicia Klein	10 m
• Public Comment			

	Purpose	Presenter	Time
<ul style="list-style-type: none"> • For special board meetings, the public may address the Board only concerning the items on the agenda. • Under Public Comment, members of the public may <ul style="list-style-type: none"> ◦ May address the Board only concerning the items on the agenda ◦ Presentations are limited to two minutes each, or a total of ten 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. • While meetings are held virtually, speakers may submit a request to speak before 9:00 AM on the day of the board meeting or use the raise hand function during the public comment sections of the meeting. <ul style="list-style-type: none"> ◦ If you would like to send your request to speak prior to the meeting, please email your request to ayarbrough@mwacademy.org in English or Spanish. ◦ During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself. • 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. • <i>De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:</i> <ul style="list-style-type: none"> ◦ <i>La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19 según sus hallazgos aprobados el 9 de diciembre de 2021..</i> 			
<p>Comentarios públicos</p> <ul style="list-style-type: none"> ◦ Para las reuniones especiales de la mesa directiva, el público puede dirigirse a la mesa directiva solo en relación con los puntos de la agenda. ◦ <i>Bajo comentario público, los miembros del público pueden:</i> <ul style="list-style-type: none"> ▪ Dirigirse a la mesa directiva solo en relación con los puntos de la agenda. ▪ Las presentaciones están limitadas a dos minutos cada una, o un total de diez minutos para todos los oradores, o se puede acortar el límite de dos minutos. 			

	Purpose	Presenter	Time
<ul style="list-style-type: none"> • <i>De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.</i> • <i>Mientras las reuniones se llevan a cabo virtualmente, los miembros del público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.</i> <ul style="list-style-type: none"> ◦ <i>Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a ayarbrough@mwacademy.org en inglés o español.</i> • <i>En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.</i> 			
II. Action Items			5:11 PM
<p>A. Educator Effectiveness Grant</p> <p>Review of the Educator Effectiveness Grant which summarizes how MWA will utilize funds received to: - Support teacher induction, - Increase teacher and leader professional development, and - Provide coaching and mentoring to support teacher retention.</p> <p>Fiscal Impact: \$241,580</p>	Vote	Alicia Klein	1 m
<p>B. MS Copiers Lease with Global Office, Inc.</p> <p>This lease is for 4 copiers that will replace the existing copiers located in Middle School buildings 1 and 2. It is a 39month lease that covers the cost of cost of the hardware, plus supplies and service. Included in the lease is 12,500 color images and 51,250 black and white images.</p>	Vote	Damon Edwards	1 m
III. Closing Items			5:13 PM

	Purpose	Presenter	Time
A. Schedule of Remaining Board of Directors Meetings 2021-2022	FYI	Alicia Klein	
<ul style="list-style-type: none">• January 27th, 2022, 10:30am-2:00pm• March 10th, 2022, 10:30am-2:00pm• May 5th, 2022, 4:00pm-7:30pm• June 16th, 2022, 10:30am-2:00pm			
B. Adjourn Meeting	Vote	Alicia Klein	

Coversheet

Educator Effectiveness Grant

Section: II. Action Items
Item: A. Educator Effectiveness Grant
Purpose: Vote
Submitted by: Micah Stilwell
Related Material: Educator Effectiveness Block Grant 2021.pdf

BACKGROUND:

The updated document includes a MOCHA for the selection process and implementation plan for the grant.



Making Waves Academy Educator Effectiveness Block Grant 2021 Spending Plan for AY21-22 through AY25-26

Background

The enacted State Budget for 2021-22 appropriated \$1.5 billion in one-time funds to be disbursed to local educational agencies for purposes of enhancing the effectiveness of teachers and administrators. Funds are allocated on the basis of an equal amount per certificated FTE as reported in CALPADS for the 2021-22 fiscal year. There are a number of activities that we have already undertaken, and continue to undertake, to improve teacher and administrator effectiveness. This new funding is provided specifically to support these activities:

- ***Beginning teacher and leader support and mentoring***, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on teacher retention.
- ***Professional development*** for teachers and leaders that is aligned to the common core state standards
- ***Professional development*** for teachers and leaders to implement social-emotional learning, trauma-informed practices, and other approaches that improve pupil well-being.
- To ***promote educator quality and effectiveness***, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

Conditions for approval of use of the funds:

1. The funds must be **utilized by July 1, 2026**.
2. A spending plan for the funds must be **presented at a public meeting of the governing board**
3. And, then **approved at a subsequent public meeting of the governing board**.

Funding

The estimated amount of one-time funds to be received for this purpose is **\$241,580** to be used through AY25-26.

Uses

We plan to use the funds **beginning AY22-23 through AY25-26** for:

- **Beginning Teacher Support:** Support and mentoring, including but not limited to, programs to meet Resident Teacher and Teacher Induction Program requirements.
- **Content Standards:** Professional development, coaching, and support for teachers and administrators that are aligned with the Common Core State Standards.
- **Social-Emotional Practices:** Professional development, coaching, and support for teachers and leaders to refine implementation of social-emotional learning, trauma-informed practices, and other approaches that improve pupil well-being.
- **Coaching and Training:** To promote educator quality and success, including, but not limited to, professional development for administrators on mentoring and coaching faculty and staff to support effective teaching and learning, as well as teacher retention.



MOCHA: Section Process and Implementation Plan

Manager	Owner	Consultants	Helpers	Approver
Dr. Ward-Jackson	Stilwell	SSLT CLs GLLs	DAIs Finance	Nelson

Coversheet

MS Copiers Lease with Global Office, Inc.

Section: II. Action Items
Item: B. MS Copiers Lease with Global Office, Inc.
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Final Global.pdf

BACKGROUND:

This lease is for 4 copiers that will replace the existing copiers located in Middle School buildings 1 and 2. It is a 39month lease that covers the cost of cost of the hardware, plus supplies and service. Included in the lease is 12,500 color images and 51,250 black and white images.

RECOMMENDATION:

Please approve the attached lease that has a fiscal impact of \$11,256.00 (January to June 2022). The total cost of the 39 month lease is \$73,164.00.

Lease Agreement

APPLICATION NO.

AGREEMENT NO.

1451 Danville Blvd., Suite 203 • Alamo, CA 94507 • Phone: 925.412.3515

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to GLOBAL OFFICE, INC.

CUSTOMER INFORMATION

FULL LEGAL NAME Making Waves Academy			EQUIPMENT LOCATION (IF DIFFERENT)		
STREET ADDRESS 4123 Lakeside Drive		PHONE 510-964-2424	CITY	STATE	ZIP
CITY Richmond	STATE CA	ZIP 94806	FAX	FEDERAL TAX I.D. # X	

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
(1) Canon imagePRESS C170 w/external saddle-stitch finisher, 2/3 hole punching, and fax board	
(1) Canon imageRUNNER DX C5860i w/internal saddle-stitch finisher, 2/3 hole punching, and fax board	
(1) Canon imageRUNNER DX 8705 w/external saddle-stitch finisher, 2/3 hole punching, and fax board	
(1) Canon imageRUNNER DX 8795 w/external saddle-stitch finisher, 2/3 hole punching, and fax board	
<input type="checkbox"/> CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A"	

TERM AND PAYMENT SCHEDULE

Months 39	Monthly Payment* \$ 1,876.00	(The lease contract payment ("Payment") period is monthly unless otherwise stated.) *plus applicable taxes
INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.	
UCC & MISCELLANEOUS	You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed \$159.00 for the purpose of filing the UCC documents.	

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Making Waves Academy	X	X	X
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
	X		
	PRINT NAME		

ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

LESSOR ACCEPTANCE

GLOBAL OFFICE, INC.			
LESSOR	SIGNATURE	TITLE	DATED

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to purchase or return the Equipment. All of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Payments and other charges, until all of the Equipment is either returned to us or purchased by you. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You understand and agree that we have no right, title or interest in intangible property or associated services such as periodic software licenses and prepaid database subscription rights (such intangible property "Software") and you will comply throughout the term of this Agreement with any license and/or other agreement entered into with the supplier of the Software.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of \$150, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Lessor will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.: This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you manually or electronically sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you (manually or electronically), shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the manual or electronic signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. You authorize us to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, purchasers or investors.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



925.412.3515
2070 Commerce Ave.
Concord, CA 94520
www.globalofficeinc.com

Addendum To Lease Agreement

Global Office, Inc. and Making Waves Academy agree to the following addendums to the 39-month Lease Agreement between Global Office, Inc. and Making Waves Academy dated [12/7/21] ("Agreement").

*During the 39-month timeframe of the Agreement, Global Office, Inc. will not increase or escalate the cost-per-image charges or add any other charges not explicitly identified on the Agreement.

*At least 60 days before the expiration of the Agreement, Global Office, Inc. will notify Making Waves Academy of the deadline for cancellation or renewal of the Agreement in writing and prepare a cancellation letter/letter of intent to Wells Fargo. If Global Office, Inc. fails to provide Making Waves Academy with written notice at least 60 days before the expiration of the Agreement, or if Making Waves Academy notifies Global Office, Inc. that it has elected to cancel/non-renew the Agreement at least 60 days before the expiration of the Agreement and Global Office, Inc. fails to timely provide Wells Fargo with notice of such cancellation/non-renewal, Global Office, Inc. will pay any renewal payments. In no event will Making Waves Academy be responsible for any renewal payments or charges related to renewal if it provides written notice of cancellation to Global Office, Inc. at least 30 days before the expiration of the Agreement. The automatic renewal with Wells Fargo is month-to-month.

*Global Office, Inc. will pay the freight to return the four (4) current Canon copiers at Making Waves Academy to a Canon Financial Services, Inc. warehouse after the new Canon copiers are delivered to and installed at Making Waves Academy. At no charge to Making Waves Academy, the four (4) current Canon copiers will be removed from Making Waves Academy facilities by Global Office, Inc. upon the delivery of the new Canon copiers and stored in Global Office, Inc.'s Concord warehouse until Global Office, Inc. ships the copiers to Canon Financial Services, Inc.

*Global Office, Inc. will pay the one-time \$75.00 documentation fee charged by Wells Fargo for new Total Image Management Agreements/Leases.

*The fourth sentence in Section 1 of the Agreement is revised to read:

This Agreement becomes valid upon execution by both parties and commences upon delivery of the Equipment to you. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement. If you timely notify us that you do not accept the Equipment and we elect to cancel this Agreement, you will not be responsible for any charges under this Agreement.

*The last sentence of Section 2 of the Agreement is deleted and the third sentence of Section 2 of the Agreement is revised to read:



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If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. under this Agreement.

*The first sentence of Section 3 of the Agreement is revised to read:

You agree to keep the Equipment: (1) in good repair, condition and working order excluding reasonable wear and tear, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree.

*The ninth sentence of Section 4 is deleted and the third sentence of Section 4 is revised to read:

You will provide 10 days advance written notice to us of any modification or cancellation.

*The indemnification provisions in Section 4 are revised to read:

We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury ("Claim") caused by or in any way related to your use or possession of the Equipment, excluding any Claim arising in whole or in part due to Lessor's or any of its employee's or agent's, negligence, willful misconduct or violation of law or any term of this Agreement, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of or damage to the Equipment, excluding any damage or loss caused by Lessor, its employees or agents.

*Section 5 of the Agreement is revised to read:

ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.

Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice.

*Section 6 of the Agreement is revised to read:

DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us within sixty (60) days of the due date or if you materially breach any of the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates and failed to cure such breach within thirty (30) days of our written notice of the breach to you, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the Fair Market Value of the Equipment (both discounted at 3%). Rather than requiring you to pay Fair Market Value for the Equipment, we may instead require you to: (1) return the Equipment to us to a location we specify at your expense; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities



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to us any money, including depository account balances, owed by us to you, whether or not due. If you are in default under this Agreement and fail to cure the default within thirty (30) days of our written notice of the default to you, we may charge you for reasonable expenses incurred in connection with the enforcement of our remedies under this Agreement including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. NEITHER PARTY WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce a party's rights under this Agreement will not prevent the party from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. In the event that we materially breach this Agreement or any other agreement with you and do not cure such breach within thirty (30) days after you provide us with written notice of such breach, you may terminate this Agreement, and upon your return of the Equipment to us, you will no longer be responsible for any remaining future payments or charges under this Agreement.

*Section 9 of the Agreement is revised to read:

LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement that is signed by an authorized representative from each party and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of California. Both parties consent to jurisdiction and venue in Contra Costa County in the state of California. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

The terms and conditions of the Agreement remain in full force and effect except as amended herein. Should any term or provision in this Addendum conflict with a term or provision in the Agreement, the terms and provisions of this Addendum shall control. This Addendum cannot be modified except by another written document signed by each party's authorized representative. By signing below, each party represents that it has the authority to enter into this Addendum.

Making Waves Academy

By: X _____

Print: X _____

Title: X _____

Date: X _____

Global Office, Inc.

By: X  _____

Print: X STEVE TARPLEY

Title: X PRESIDENT

Date: X 12/07/2021



2070 Commerce Ave., Concord, CA 94520

12-8/2021

Equipment Maintenance Agreement

Customer

BILL TO:

Company Name: Making Waves Academy			
Department:			
Address: 423 Lakeside Dr.			
City:	Richmond	County:	
State:	CA	Zip:	94806
Contact:	Damon Edwards	FAX:	
Phone:	510-964-2424		
Email:	dedwards@mwacademy.org		

SHIP TO:

Company Name: Making Waves Academy			
Department:			
Address:			
City:		County:	
State:		Zip:	
Contact:		FAX:	
Phone:			
Email:			

Start Date: ~2-20-22
End Date: ~5-20-25

Meter Contact Information

Contact Name:	
Phone Number:	
Email Address:	
Primary Service Tech:	

Equipment

N	Location	Make & Model	Serial	Equip ID	BW Images Incl	CLR Images Incl	BW Rate	CLR Rate	BW Overage	CLR Overage	CPC Base Charge	Charge
1		Canon iR C8780i			51,250	12,250	0.00380	0.0350	0.00380	0.0350		\$623.50
2		Canon iR C5860i			Included	Included	"	"	"	"		
3		Canon iR 8705i			Included	N/A	"	N/A	"	N/A		
4		Canon iR 8795i			Included	N/A	"	N/A	"	N/A		
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
Total Images Included					51,250	12,250						

Special EMA Instructions:

The monthly freight charge is a flat \$9.99/mo. There will be no charge/penalty if MWA terminates this agreement. There will be no charge if MWA is 30 days late in paying... only if MWA is 60 days late. There is no automatic renewal of this agreement and there will be no annual increases. Upon request, Global will pause billing during the summer months where there is no usage.

Fees/ Misc	\$0.00
Total	\$623.50 (plus tax)

Base Frequency: Monthly

Overage Frequency: _____

Acceptance

Print Name <u>X</u>	Signature <u>X</u>	Date <u>X</u>
Global Office Inc	Signature <u>Carl Hopperman</u>	Date <u>12-8-21</u>
2070 Commerce Ave., Concord CA 94520		

Equipment Maintenance Agreement- Terms and Conditions

During the term of the Equipment Maintenance Agreement (EMA), Global Office Inc. (Global) will provide on-site service and repair (including parts and labor) when required, preventative maintenance as required and all supplies excluding paper (for supply inclusive contracts) for the equipment listed on the front of this document or subsequent amendment or equipment schedule ("Equipment"). Global will provide all such services, maintenance, and repairs on the Equipment in a good and workmanlike manner.

If Global cannot maintain the Equipment to its performance specifications, Global will replace the Equipment with comparable model(s), install the comparable model(s), and remove the old/dysfunctional model(s) at no additional charge to the Customer.

For the term following the date of original installation, or purchase of EMA, Global guarantees the Equipment to operate at 98% uptime. The uptime is calculated per quarter on 600 working hours (8:00 AM - 5:00 PM). Customer will be reimbursed for the time that any of the Equipment is out of service in excess of 2% of normal working hours per quarter (12 hours). The reimbursement will be determined in increments of 9 working hours and to be settled quarterly.

Meters to be collected at a regular interval for billing purposes. Customer agrees to allow Global to install a software tool to automatically collect meters.

Annual plans are for a 12-month period or the specified number of copies, whichever occurs first.

1. Items NOT Covered by Global EMA

- a) \$3.37 per month per system charge to cover shipping.
- b) Maintenance and parts required due to Customer negligence, excluding reasonable wear and tear, and not due in whole or in part to Global's, its employee's or agent's negligence, willful misconduct, or violation of law or any term of this EMA.
- c) Damage caused by the relocation of equipment by Customer without prior notification to Global.
- d) Service performed by NON-Global employees.
- e) Any damage caused by natural disasters or other than normal equipment wear and tear, excluding damage caused by Global or any of its employees or agents. Damage caused in whole or in part by Global or any of its agents or employees is covered within this EMA.

2. On Site Response Time

- a) Global guarantees a 4-hour average response time during normal business hours.
- b) Normal Business hours are Monday through Friday 8:00AM to 5:00 PM (Excluding Holidays)

3. Termination of Contract

- a) This EMA may be cancelled by either the Customer or Global upon 30 days written notice. The monthly minimum coverage will continue through the end of the month in which the termination becomes effective.
- b) There will be a charge according to Per-Call Equipment service rates and Terms for any parts and service labor provided on or after the expiration date of the EMA.

4. Reduction in Images Included

- a) At any time during the term of the EMA, Customer may request in writing that the Images Included be reduced and the Monthly Payment be proportionally reduced. No later than thirty (30) days following such request, Global will execute an amended invoice and/or amendment to the EMA reflecting the requested reduction in the Images Included and the proportional reduction of the Monthly Payment.

5. After hours or non-contract charges

- a) An hourly rate for non-contract customers is \$150.00 an hour with a two-hour minimum.
- b) After hours service (after 5PM) can be provided at 1.5 times the regular hourly rate, plus \$50.00 travel time.
- c) Global will provide service to non-EMA customers on a time and material basis.

6. Limitations

- a) Neither party will be responsible for any consequential or incidental damages resulting from the use or service of the Equipment. Such damages include loss of revenue, downtime cost and loss of use of equipment.

7. Breach

- a) If the customer fails to pay in a timely manner for services within 60 days of the due date, Global can withhold service and supplies for the Equipment covered under this EMA until all outstanding past due charges are paid in full.
- b) Invoices are payable upon receipt, terms are net.
- c) All accounts, which go beyond 60 days past due, will be charged 1% per month.
- d) Customer shall be responsible for all reasonable costs incurred as a result of any collection activity required to satisfy all outstanding balances that are more than 60 days past due.

8. Additional Changes

- a) **Global will reduce the Images Included and the Minimum Monthly Charge proportionately upon MWA's request. Global will provide all services, maintenance, and repairs on the Equipment in a good and workmanlike manner. Damage caused in whole or in part by Global or any of its agents or employees or reasonable wear and tear is covered within this EMA. When the EMA requires replacement of any of the Equipment, the installation of the comparable model and the removal of the dysfunctional/old model will be completed by Global at no charge to MWA. Customer's responsibility for costs incurred due to collection activity required to satisfy outstanding balances**

is limited to reasonable costs for balances that are more than 60 days past due. Global can withhold service and supplies for the Equipment only if MWA fails to pay for services within 60 days of the due date and only until all outstanding past due charges are fully paid.
