



Service Agreement

Diversity Uncovered™ Organizational Solutions

Diversity & Inclusion Committee Consulting

Prepared For

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About Us



Our Mission is to cultivate **HAPPY, THRIVING, and STRESS-FREE** schools, cities and organizations through designing and facilitating custom tailored training and consulting solutions on Conflict Resolution, Diversity and Equity, Restorative Practices and Professional Development.

Experience Our Effective & Innovative Approaches



We're Trusted & Proven To Make A Difference



Jefferson Elementary School District

Jefferson Elementary School District



Jefferson Union High School District



Fremont Unified School District



Gilroy Unified School District



Hayward Unified School District



Milpitas Unified School District



Pacifica School District



Language Academy of Sacramento



Oakland Unified School District
Community Schools, Thriving Students

Oakland Unified School District



San Jose Unified School District



Fremont Unified School District



Tamalpais Union High School District



Bayshore School District



Aspire Public Schools



Making Waves Academy



West Valley-Mission Community College District



University of California, Davis



University of California, Berkeley



University of California San Francisco



University of California San Francisco

Expect Excellence



We Customize Everything For YOU

Your workplace is unique. You deserve specialized consulting, training, keynote presentations and curriculum services that reflect your diverse community. We work intimately with you to understand the roots of your needs to produce laser-focused outcomes that make a lasting impact.

We Dive Deep Beyond The Surface

Change requires looking critically and compassionately at our values, identity, behaviors and cultural norms. CircleUp Education's trainers and presenters take time to create safe and engaging training spaces that allow for courageous conversations while using innovative approaches to help you identify and process the challenges impacting your community.



We Use Proven Strategies

We weave experiential learning, lecture presentations and small group learning strategies into all of our services. All of our content is research-based, field-tested and reflects the most recent advancements in our field.

Our Trainers



Your experience means everything to us, so we tailor our training and consulting solutions, creating a feeling of personalization. This is reflected through the high standard of excellence and engagement of our trainers and presenters.

Our trainers and presenters:

- Are laser-focused and detail oriented
- Have academic backgrounds and interdisciplinary expertise related to: workplace culture, mindfulness, education, equity, conflict resolution and critical race theory.
- Attend ongoing training to hone their teaching and consulting skills.
- Conduct field research that enriches their ability to apply their knowledge within organizations and communities.

[Learn more about CircleUp Education and our trainers HERE](#)

Relevant Experience

Overview Of Recent Work

538 trainings on Diversity, equity and implicit bias within the last 4 years

- Trained more than **10,000 adults in Preschool & K-12 schools, universities, cities and companies throughout the Bay Area and the country.**
- Designed over **300 custom trainings** to meet the specific diversity, equity and inclusion needs of our clients.
- Led over **20 teams and committees** to develop their very own Diversity & Inclusion Strategies, Plans and Programs using thought-provoking coaching, consulting and capacity building services.

Diversity & Inclusion School Climate Implementation

Project Description

- CircleUp Education is working with Jefferson Union High School District to implement school and district climate initiatives in order to address the educational systemic inequities effecting students, staff and families.
- CircleUp Education has facilitated Diversity, Equity and Implicit Bias Trainings and workshops for the JUHSD **Board of Trustees**, District and Site Administrators, and staff at 4 out of **5 of its comprehensive high schools.**
- CircleUp Education also provides strategic **thought partnership** to all five **School Climate Equity Committees** in the district, as well as district officials to use **data-informed strategies** to identify and recommend sustainable solutions to address each school's unique challenges around diversity and inclusion.
- CircleUp Education's work with each school has included collecting staff and student diversity assessments, leading processes to allow each committee to develop an inspiring vision, mission and goals that they will be execute within the next 3 years.
- CircleUp Education's work is already showing success in each of the school's school **climate comparison date.**

Diversity & Inclusion Program Development

Port of Oakland | 2018-Present

Project Description

- In 2018, the Port of Oakland approached CircleUp Education with the desire of developing a Diversity & Inclusion Program that would lead to long lasting change in which all employees felt welcomed, heard and valued.
- CircleUp Education assisted the Port of Oakland with laying the foundation for a **Diversity and Inclusion Program**. This included creating creating a **D&I logo**, designing internal **marketing materials** such as printed flyers and digital announcements, creating a diversity and inclusion **roadmap** of meetings, events, and initiatives and providing HR with coaching on best practices for creating a D&I Committee that would help lead the change.
- CircleUp Education also facilitated Port-wide trainings to all 500 Port employees to help their staff develop a common language to understand and address issues related to bias, discrimination and exclusion.
- CircleUp Education customized a workplace **assessment to specifically identify staff's perceptions around Diversity and Inclusion** and collaborated with staff to customize solutions based on the survey outcomes.
- CircleUp Education collaborates with the D&I Committee Chair to co-lead the quarterly committee meetings

School Climate Capacity Building To Promote Equity & Inclusion ***Sir Francis Drake High School | 2015-Present***

Project Description

- CircleUp Education trained and developed student and staff cohorts building the school's capacity to lead Restorative Relationship Building Practices, Restorative Justice Practices, and **Equity Oversight**.
- Our multi-year contract also included conducting **student focus groups** to uncover issues of **conscious and unconscious discrimination** and inequitable teaching practices impacting student performance outcomes and daily life.
- CircleUp Education also designed and facilitated diversity and inclusion trainings that included modules on **privilege and power, implicit bias, microaggressions equity and white fragility for staff**.
- CircleUp Education also provides **professional coaching to administrators to equitably and restorative address** equity issues using preventative and responsive practices that align with their Diversity & Inclusion school values.

School Climate & Connectedness

Bayshore Elementary School District | 2016 - Present

Project Description

- CircleUp Education has been facilitating engaging, dynamic and **thought-provoking conversations** around Diversity, Equity, and Inclusion with the Bayshore Elementary School District Staff since 2016.
- CircleUp Education currently provides training, coaching and consulting to support Bayshore teachers and administrators to introduce culturally relevant teaching practices, **transform discriminatory discipline systems**, **increase student performance**, and **foster equitable student achievement goals** using Restorative Practices that increase school connectedness and reverse the impacts of implicit bias in schools.
- Diversity & Inclusion consulting has resulted in the development of a staff climate committee, student restorative mediation program, and a student focus group to assess the experience of African American Boys at the school.

Proposed Consulting Support Steps

Step 1 - Conduct Diversity Assessments



With the Committee's help, we will conduct a workplace assessment that is designed to identify specific relationship, discrimination, and conflict resolution concerns among staff, faculty and students at Making Waves Academy.

Step 2 - Analyze Assessments



We will guide the D&I Committee through thought provoking activities to collaboratively develop their vision and mission around Diversity & Inclusion. These values will be the guide post that drives the Committee's work forward.

Step 3 - Develop D&I Vision & Mission



We will work with the Committee to review the Diversity assessment data so that we can better understand how the data impacts the current culture at Making Waves Academy and understand the root causes of what these D&I challenges are.

Step 4 - Design A Custom Roadmap



We will collaborate with the Committee to build a custom roadmap that includes important issues to address and in which order based on urgency and complexity. The roadmap will also include goals and milestones that are in alignment with the committee's Mission and Vision.

Step 5 - Provide In-depth Capacity Building to D&I committee



We will design and facilitate a Diversity Training to ensure all Diversity & Inclusion Committee members have a common language for understanding issues related to privilege, power, bias and discrimination at Making Waves Academy.

Step 6 - Lead Monthly Committee Meetings



CircleUp Education will consult with the Diversity & Inclusion Committee monthly to ensure that the Committee is actively working towards its mission and vision in a thoughtful, and meaningful way. CircleUp will also provide guidance to ensure the committee's efforts are sustainable, equitable and inclusive.

Step 7 - Reassess Diversity & Inclusion Climate



We will conduct a second staff assessment after a set amount of time and meet with the committee to compare progress. This process will help the Committee assess the impact of its current initiatives as well as identify areas to adjust and improve.

Service Agreement

This Service Agreement (“Agreement”) is made effective as of 08/30/2019, by and between

Making Waves Academy Schools with offices located at 3220 Blume Drive, Suite 250 Richmond, CA 94806 (“Customer”) and CircleUp Education (“Contractor”) with offices located at 6731 Skyview Drive, Oakland CA 94605.

1. DESCRIPTION OF SERVICES.

On or about 08/30/2019, Contractor will begin providing the training and consulting services set forth in Attachment A, attached hereto and incorporated herein (collectively, the “Services”). Services are subject to change.

Contractor shall use its reasonable endeavors to achieve any estimates regarding any timescales or any results projected in connection with the Service. Any such estimates are targets only and are dependent upon the accuracy and completeness of the information supplied to Contractor by the Customer and third parties, the degree of assistance given by the

Customer and the manner in which any results of the Service are used. Accordingly, the Customer acknowledges and agrees that: (a) the Service may not be completed within the expected timescales or achieve the projected results; (b) Contractor's obligations relating to the Services are conditioned and dependent upon Customer's timely fulfillment of its responsibilities as set forth in this Agreement; and (c) Customer's failure to timely fulfill its responsibilities may result in additional fees and that any resulting delay in the Services or timelines shall not be attributable to Contractor. Any changes will be set forth in a Change Order in accordance with the procedure outlined in Section 3 below.

Customer acknowledges and agrees that the success of the Services and the provision of Services and deliverables are fully dependent upon Customer's timely participation and cooperation. The following assumptions are based on information provided by Customer to Contractor relating to the Services scope and Customer's current business processes as of the Effective Date of this Agreement. These assumptions have been used to compute the estimated level of effort and cost. Deviations from these assumptions are expected to lead to commensurate changes in the timeline and fees, such changes to be set forth in a Change Order in accordance with the procedure outlined in Section 3 below.

Contractor shall not be responsible for the way in which the Customer uses the Deliverables or any other output from the Service.

2. CUSTOMER'S RESPONSIBILITIES.

- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this engagement and implementing all business process changes required to support the engagement.
- Customer will provide appropriate work areas, including Internet access, for Contractor consultants when they are onsite.
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources.
- Customer will facilitate scheduling and organization of workshops.
- Customer will actively participate in all workshops with process leaders, key stakeholders, engagement leadership, technical experts to define and agree on a standard process design for the Services.
- Customer will clearly describe required scope of services.
- Customer shall at all times, on reasonable request by Contractor, provide Customer information to the extent required by Contractor to perform the Services; and shall respond

to other reasonable requests and decisions required of the Customer for the effective performance of the Services.

3. CHANGE REQUEST PROCESS/CHANGE ORDERS.

Either party may initiate a written request to change the existing tasks, timeline or fees associated with the Services or any Phase thereof (each, a "Change Request") because of a change in scope, assumptions, capability, or other new or revised information. Any Change Request signed by both parties shall be effective as of the date set forth therein (each, a "Change Order").

Instances in which a Change Order shall be required include: (1) Customer's requests for out of scope Services; (2) discovery of new information that requires an increase in the scope of Services; (3) failure of any of the conditions or assumptions set forth in this Agreement; (4) Customer's failure to fulfill any of its responsibilities if such failure delays the Services or requires Contractor to incur additional time or costs in performing Services.

If the parties do not agree on a Change Order, the engagement shall proceed as originally set forth in this Agreement. If, however, the existing engagement or any specific Services cannot proceed without an executed Change Order, Contractor may suspend Services until the Change Order is executed. If a Change Order is not executed within a commercially reasonable timeframe from such suspension, Contractor may, upon written notice, terminate this Agreement, and: (a) Customer shall pay Contractor for all Services performed and deliverables provided prior to termination; (b) Contractor shall provide Customer with any Deliverables completed prior to termination; and (c) Contractor shall not be obligated to refund any prepaid fees under the terminated Agreement. In no event will Contractor be responsible for any additional Services or deliverables after such termination.

If additional charges are incurred by Contractor, and not otherwise incorporated into a Change Order, as a result of:

(i) any alteration or addition to the Service;

(ii) abortive visits to the site arising from failure or delay by the Customer in providing access to the site in accordance with this Agreement;

(iii) delays due to the Customer's failure to provide Customer information in accordance with this Agreement; and/or;

(iv) failure or delays by the Customer in attending or arranging meetings reasonably required by Contractor in order to perform the Services,

then the Customer shall be liable to pay such additional charges to Contractor.

4. SCHEDULING POLICY.

For scheduled Services that are canceled or rescheduled by Customer with fewer than ten (10) business days' prior written notice, Customer shall be charged and pay for (a) any travel expenses that cannot be canceled or refunded, and (b) the time for which Contractor is unable to reassign the personnel to another project for the cancelled/rescheduled Services. Contractor shall not be responsible for delays due to the lack of access, facilities, cooperation or information requested by Contractor or changes to the approach or Services described in this Agreement. A normal business day is any eight (8) hour period between the hours of 8 a.m. and 6 p.m., Monday through Friday local time, excluding Public Holidays. For scheduled Services that are canceled or rescheduled by Customer with fewer than 5 (five) business days' prior written notice, Customer shall be charged and pay for the full amount of Services scheduled for such day(s) cancelled.

5. PAYMENT.

All amounts are dues in accordance with Attachment A and shall be paid in accordance with this Section 5. Based on the scope, conditions and assumptions set forth herein, the Services shall be performed on a time and materials basis and invoiced monthly following the provision of Services.

Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts owed hereunder, Contractor may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within fifteen (15) days from the date of Contractor's written notice. If Customer fails to cure the delinquency Contractor may suspend the Services or terminate this Agreement for cause in accordance with Section 6 (Term and Termination), in addition to other rights and remedies available.

All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon

(collectively, "Taxes"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Services. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a certificate upon execution of this Agreement and, after receipt of valid evidence of exemption, Contractor shall not charge Customer any Taxes from which it is exempt. If Contractor is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Services, Contractor will issue an invoice to Customer including the amount of those Taxes, itemized where required by law.

Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as set forth above and in accordance with Section 6.

6. TERM AND TERMINATION.

This Agreement will become effective on the Effective Date and will continue until terminated by either party in accordance with this Section 6 (the "Term"). Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice all Services are completed; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party.

7. EFFECT OF TERMINATION. Upon termination of this Agreement for any reason: (i) Contractor will immediately cease performing Services under this Agreement; and (ii) all obligations of the parties shall terminate except that Sections 2, 5, 6, 7, 8, 9, 10.2, 11-22 will survive. Termination of this Agreement by a party will not act as a waiver of any breach of this Agreement and will not act as a release of liability under this Agreement.

8. INTELLECTUAL PROPERTY.

8.1 Contractor Intellectual Property. As between Contractor and Customer, all rights, title, and interest in and to all intellectual property rights in Contractor IPR is owned exclusively by Contractor notwithstanding any other provision in this Agreement. Except as expressly provided

in this Agreement, Contractor reserves all rights in Contractor IPR and does not grant Customer any rights, express or implied or by estoppel.

“*Contractor IPR*” means: (a) documentation, templates, manuals, materials, ideas, processes, methodologies, formulas, techniques, works of authorship, trade secrets, copyrights, tradenames, masks works, patents, design rights, trade dress, know-how (whether patentable or not), owned, created, or discovered prior to or separately from the work performed under this Agreement by Contractor or otherwise arising (in any form or format) out of the performance of the services provided under this Agreement; (b) updates, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing

Contractor is in the business of providing consulting services drawing upon the knowledge, understanding and expertise Contractor has gained in the course of working with many other customers. Nothing in this Agreement shall assign rights in or limit Contractor’s use of any know-how or knowledge pertaining to the Contractor intellectual property rights or technology. Contractor shall have a fully-paid, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use any suggestions, enhancements, recommendations or other feedback provided by Customer and its users relating to the Contractor’s product or services.

8.2 Feedback. Contractor encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to Contractor’s services and related resources. To the extent Customer provides such feedback, Customer grants to Contractor a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 22 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the Contractor IPR) without restriction.

9. CONFIDENTIALITY.

9.1 Confidentiality Obligations. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party’s Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party’s exercise of its rights and obligations under this Agreement, provided that all such employees

and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 9 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same.

9.2 Required Disclosures. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

9.3 Equitable Remedies. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

10. WARRANTY.

10.1 Contractor warrants that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in this Agreement. Customer shall notify Contractor in writing of any breach within thirty (30) days after performance of the non-conforming Services. Upon receipt of such notice, Contractor, at its option, shall either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or shall terminate the affected Services and refund to Customer any amounts paid for the non-conforming Services.

10.2 THIS SECTION SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND CONTRACTOR'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONTRACTOR DISCLAIMS ALL

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES AND ANY ACCOMPANYING DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

11. LIMITATIONS OF LIABILITY.

11.1 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER WHETHER BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 9; (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (4) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER OR TAXES APPLIED THERETO.

11.2 Exclusion of Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER CONTRACTOR NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY

RIGHTS AND (3) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 9.

12. FORCE MAJEURE.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation, acts of God, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, terrorism or wars, or strikes, riots, civil commotion, lock-outs, work stoppages. The accused party shall use reasonable efforts under the circumstances to remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

13. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

14. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

15. ENTIRE AGREEMENT.

This Agreement, including any Attachment A, contains the entire and final agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings

and negotiations with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements between the parties. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by this Agreement, and the purchase order terms and conditions have no force or effect. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Contractor that is not set out in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

16. SEVERABILITY.

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

17. AMENDMENT.

This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of California, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Alameda County, California, for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

19. NOTICE.

Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after

sending by email with confirmation of receipt. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing

20. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given.

21. ASSIGNMENT.

Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor. Any attempted or purported assignment in violation of this Section 21 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

22. CONSTRUCTION AND INTERPRETATION.

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort. Section headings are for convenience only and are not to be used in interpreting this Agreement.

33. INSURANCE

Prior to the beginning, and throughout the duration of services to be performed under this Agreement, CircleUp shall, at its sole cost and expense, maintain the following insurance:

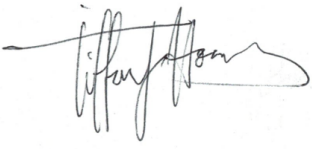
(A) **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and be endorsed to name Making Waves Academy, its officers, employees, agents, and volunteers as additional insured.

(B) **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of Making Waves Academy.

(C) **Professional Liability Insurance (Errors & Omissions Liability)** covering the services to be performed under this Agreement with limits of not less than \$1,000,000 per occurrence or claim

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Making Waves Academy Schools	CircleUp Education
Individual Signing:	Tiffany Hoang
	
	Co-founder
	08/30/2019

Attachment A

CircleUp Service	Price	QTY	Subtotal
<p>Customized In-depth Diversity Training for D&I Committee</p> <p><u>Training Description</u></p> <p>The Diversity Uncovered™ is the perfect <i>interactive introduction to Diversity, inclusion and equity</i> education for school communities. This training is designed to take staff on a journey to develop a common language to identify and address challenges related to prejudice and discrimination in their school. During the training, participants will:</p> <ul style="list-style-type: none"> • Reflect on the tension and awkwardness surrounding fears, reservations and concerns associated with conversations about prejudice, discrimination and inequities in the school community. • Develop common language and understanding of diversity, inclusion, and equity key terms and concepts in order to prevent misunderstandings and conflict. • Deeply explore implicit bias and microaggressions that show up in their unique school community. • Develop an awareness of the difference between <i>conscious and intention discrimination</i> versus <i>unconscious and unintentional discrimination</i>. • Uncover 5 highly effective tips to address microaggressions in your school. • Additional topics may include: <i>institutionalized bias, internalized discrimination, privilege and power</i>. 	\$3,695.0	1	\$3,695.0
<p>Diversity Uncovered™ Workplace Inclusion, Equity, Conflict Assessment</p> <p>Operationalizing equity, inclusion and diversity awareness starts with identifying the "Pain Points", or interpersonal and structural issues that exist in your workplace. The Diversity Uncovered™ Workplace Inclusion, Equity, Conflict Assessment is designed to provide task force or leadership teams with confidential employee feedback related to staff relationships, discrimination, and staff conflicts. This 10-15 minute online assessment is paired with a visual report and analysis that identifies the specific pain points that your team can focus their time and resources on addressing.</p> <p>The assessment is designed to be distributed a minimum of two times per year in order to measure your groups progress in addressing inclusion, equity, and conflict issues. Some of the benefits of the workplace assessment include:</p> <ul style="list-style-type: none"> • A simple and easy to use google form layout for the assessment • A detailed report that summarizes the data using charts and graphs • A detailed assessment that highlights pain points that need to be addressed and in what order to get started. • A comparison report will be prepared during the second assessment to measure progress toward your goals. 	\$1,200.0	1	\$1,200.0
<p>Diversity Uncovered™ Consulting - Monthly Diversity & Inclusion Committee Meetings</p> <p>CircleUp Education will help steer the Diversity & Inclusion Committee as it develops its program mission, vision and direction. CircleUp's consulting</p>	\$692.0	12	\$8,304.0

<p>support will include:</p> <ul style="list-style-type: none"> • Facilitate activities to support the committee in establishing norms and expectations, build cohesion, and facilitate team bonding • Explore and establish roles and responsibilities • Brainstorm and execute ideas that promote Diversity & Inclusion at Making Waves Academy • Build Capacity of committee members to be Diversity & Inclusion leaders at Making Waves Academy • Develop quarterly meeting agendas • Develop skills to analyze workplace Diversity and Inclusion data in order to identify specific challenges related to bias, exclusion, discrimination, and morale <p>This line item includes 15 hours of consulting, or facilitation of 12 Committee Meetings that are 75 minutes each.</p>			
<p>Supplemental Diversity, Equity, & Inclusion Program Development Support</p> <p><u>Service Description</u></p> <p>Starting a workplace diversity, equity, and inclusion program is a complex and delicate process that requires good intentions, a thought-out plan, and effective rollout strategies. Our implementation experts will support you in creating, refining, and launching initiatives that balance your goals with the starting points that your team members are at on this journey.</p> <p>Supplemental support for diversity, equity, and inclusion program development may include the following support:</p> <ul style="list-style-type: none"> • Creation or refinement of a project plan to launch and promote initiatives with tasks and assignees. • Professional assistance with designing program materials such as a logo, flyers, slogans, webpage and more. • facilitation of student and family focus group to asses equity and inclusion practices, effectiveness and needs. <p>This line item includes 10-12 hours of additional consulting to develop program materials or facilitate additional services such as student and family focus groups.</p>	\$4,660.0	1	\$4,660.0

Tax 1	\$0.0
Subtotal	\$17,859.0
Total	\$17,859.0