

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on July 1, 2020 by and between Pacheco's Cleaning Service ("Contractor") and **Making Waves Academy** (hereinafter "MWA") (collectively, the "Parties").

1. Contractor's Services

- a. Contractor agrees to perform the services ("Services") as described in **Exhibit A** attached to this Agreement, as it may be amended in writing from time to time by the Parties, provided that any amendment is signed by Contractor and a duly authorized representative of MWA.
- b. In the event that the MWA school facility is closed due to a public health order, Contractor agrees that the Services will be modified to require only two (2) days per week of services as set forth on **Exhibit B**.
- c. Contractor may, at Contractor's own expense, use employees or other subcontractors to perform the Services under this agreement.
- d. Consistent with this requirement, Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

2. Compensation

Contractor shall be paid the amount set forth in Exhibit A and invoice MWA on a monthly basis for all hours worked under this Agreement during the preceding month. In the event that Contractor's services are modified as provided in Paragraph 1.b, the compensation due Contractor shall be equitably adjusted. MWA shall pay all invoices within thirty (30) days after their receipt.

3. Expenses

MWA agrees to reimburse Contractor for all expenses reasonably incurred in the performance of the Services upon production of supporting receipts and documentation within thirty (30) days of each invoice.

4. Term of Agreement

- a. This Agreement governs cleaning services for the 2020-21 school year. This Agreement will become effective on July 1, 2020.
- b. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party in accordance with the notice provisions set forth below.

- c. This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the MWA charter.
- d. Upon termination of this Agreement, Contractor shall be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, MWA shall owe Contractor no further amounts or obligations.

5. Default

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the written notification by the breaching party, or five days after mailing of the notice to the address set forth in the notice provisions below, whichever occurs first. For purposes of this section, material breach of this Agreement shall include, but not be limited to, the following: MWA's failure to pay for Contractor's Services as agreed within thirty (30) days after receipt of Contractor's written demand for payment in accordance with the notice provisions set forth below.

6. Relationship of the Parties

- a. Contractor enters into this agreement as, and shall continue to be, an independent contractor. In no circumstances shall Contractor look to MWA as Contractor's employer, partner, agent, or principal. Contractor has the right to perform services for others during the term of this Agreement. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph shall be included in the term "Contractor") shall be entitled to any benefits accorded to MWA's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor's exclusion from benefit programs maintained by MWA is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non employee with respect to MWA. To the extent that the Contractor may become eligible for any benefit programs maintained by MWA (regardless of the timing of or reason for eligibility), Contractor hereby waives Contractor's right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability insurance and workers' compensation as required by the State of California, as well as licenses and permits usual or necessary for performing the Services. Contractor agrees to provide MWA with a W-9 upon request.

- b. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including income taxes, FICA (Social Security and Medicare taxes) and payroll taxes, and shall provide MWA with proof of payment on demand. Contractor indemnifies MWA for any claims, losses, costs, fees liabilities, damages, or injuries suffered by MWA arising from Contractor's breach of the provisions of this Paragraph.
- c. Contractor and MWA shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

7. Place of Work

Contractor understands that the Services must comply with state and federal law, must satisfy applicable health and safety standards, and must conform to rules and standards maintained by MWA for each facility.

8. Insurance

- a. Without in anyway limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
 - i. Coverage and Limits
 - ii. Limits - The Contractor shall maintain limits no less than the following:
 - A. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and not less than \$2,000,000 annual aggregate.
 - B. Automobile Liability - \$100,000 for bodily injury and property damage each accident limit.
 - C. Workers' Compensation as required by law. Employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.
 - D. Sexual Misconduct Liability – One million dollars (\$1,000,000) per claim.
- b. Commercial General Liability and Business Automobile Liability policies must provide the following:
 - i. Name as Additional Insured MWA and its Board, officers, authorizer(s), authorized volunteers, agents, and employees.
 - ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

- c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by MWA.
- d. All policies shall provide thirty (30) days advance written notice to the insured prior to c.
- e. Before commencing any operations under this Agreement, Contractor must provide MWA with the certificates of insurance (Accord Form 25-S5 or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) and shall furnish complete copies of policies promptly upon MWA's request.
- f. Contractor also understands and agrees that MWA may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by MWA shall not relieve or decrease the liability of Contractor hereunder.

9. Contractor Obligations

- a. By his/her signature on this Agreement, Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.
- b. Before starting Services, Contractor agrees to complete the Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (**Exhibit C**).
- c. Contractor acknowledges and agrees that the Services must meet heightened standards for sanitation and disinfecting of surfaces due to the coronavirus disease (COVID-19) pandemic. In the event that the Services on **Exhibit A** must be modified to meet those standards, the parties agree to meet and confer in good faith to make such modifications as needed to ensure that MWA satisfies all applicable public health and safety orders and requirements.

10. Contractor's Representations and Indemnities

- a. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, in compliance with all applicable laws, regulations, standards and orders, without the advice, control, or supervision of MWA. Failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, including but not limited to training regarding the proper use of cleaning and disinfecting products, and shall receive no training, assistance, direction, or control from MWA. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are to be performed. Contractor or Contractor's employees or subcontractors shall perform the services required by

this Agreement; MWA shall not hire, supervise or pay any assistants to help Contractor.

- b. Contractor shall and does hereby indemnify, defend, and hold harmless MWA, and MWA's officers, directors, authorizer, employees students and insurers from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that MWA may incur or suffer that result from, or are related to, the Services of Contractor under this Agreement except when the same shall arise due to the willful misconduct or gross negligence of MWA and MWA is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

11. Limited Liability

This provision allocates the risks under this Agreement between Contractor and MWA. Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor or Contractor's employees or agents while on MWA's premises to the extent such actions or omissions were not caused by MWA. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES

12. Proprietary Information

- a. "Proprietary Information" means all information pertaining in any manner to the business of MWA, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Contractor's general knowledge prior to Contractor's relationship with MWA; or (iii) the information is disclosed to Contractor without restriction by a third party who rightfully possesses the information and did not learn of it from the MWA. This definition includes, but is not limited to, information on MWA's employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials furnished by MWA for use by Contractor are Proprietary Information and property of MWA.

- b. Contractor shall maintain in confidence and shall not, directly or indirectly,

disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to MWA, whether or not it is in written or permanent form, except to the extent necessary to

perform the Services. On termination of Contractor's services to MWA, or at the request of MWA before termination, Contractor shall deliver to MWA all material in Contractor's possession, custody or control relating to MWA's business including Proprietary Information. The obligations on Proprietary Information extend to information belonging to customers and suppliers of MWA about whom Contractor may have gained knowledge as a result of performing the Services.

- c. Nothing in this Paragraph 12 is intended to limit any remedy of the MWA under the California Uniform Trade Secrets Act (California Civil Code Section 3426), or otherwise available under the law.

13. Dispute Resolution

The parties shall negotiate in good faith in an attempt to resolve all disputes between Contractor, including any employees of Contractor, and MWA relating in any way to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("Arbitrable Claims"). Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If the mediation is unsuccessful, the dispute shall be resolved by binding arbitration before a neutral arbitrator. The arbitrator shall be selected and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Richmond, California, unless otherwise agreed by the Parties. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit, or administrative action, in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section on Arbitration, except if any court finds that the Federal Arbitration Act does not apply, the California Arbitration Act shall govern the interpretation and enforcement of this Section. If any court or arbitrator finds that any term makes this Arbitration Section unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration Section enforceable to the fullest extent permitted by law.

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

14. Miscellaneous Provisions

- a. Entire Agreement. The terms of this Agreement are intended by the Parties to be the

final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

- a. Amendments: Waivers. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by Contractor and a duly authorized representative of MWA.
- b. Severability: Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator of a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.
- c. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California, without giving effect to its law regarding the conflict of laws.
- d. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit and not against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

15. Acknowledgement

The Parties acknowledge that (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, and (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on their own judgment and not on any promises of representations other than those contained in the Agreement.

16. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Contractor:

Pacheco's Cleaning
2025 Dover Ave.
Richmond, CA 94806
[EMAIL]
[PHONE NUMBER]

If to MWA:

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806
Attn: CFO
wwei@mwacademy.org
(510) 779-1405

MAKING WAVES ACADEMY

By _____
Alton B. Nelson, Chief Executive Officer
510.262.1511
510.262.1518 fax

CONTRACTOR

By _____
Pacheco's Cleaning Service
2025 Dover Ave.
San Pablo, CA 9480

Exhibit A: Scope of Work
2020- 2021

I. Project for which the Services are being performed:

- Custodial Services – to be performed according to an established schedule
- Custodial Services – to be performed as requests
 - Hourly rate for:
 - Non-contracted cleaning projects
 - Special events

II. Services to be performed by frequency

Services to be performed by Vendor five times per week

- **Office Areas**
 - Empty waste/recycle bins in office areas
 - Vacuum all office areas including the hallways
 - Reception Area - Clean entrance Doors
 - Dust, wipe and disinfect all touched surfaces,¹ furniture and tables
- **Servery Area and Student Commons**
 - Empty waste/recycle bins
 - Mop and sanitize all servery, including kitchen areas
 - Windows
- **Staff Lounge**
 - Empty waste/recycle bins in area
 - Wipe and disinfect all touched surfaces, furniture, appliances and tables
 - Not responsible for dirty dishes in the sink due to breakage
- **Blackbox, Theater and Gym**
 - Mop and sanitize all areas
 - Dust mop gym floor
 - Wet mop gym floor
 - Clean bleachers
- **Classrooms (Including Open Learning Spaces and Makerspace)**
 - Dust and disinfect the touched surfaces, furniture and desks
 - Empty waste/recycle bins
 - Mop and sanitize all classroom areas
- **Restrooms**
 - Mop and sanitize all restrooms
 - Responsible for stocking the paper towels, toilet paper and hand soap
 - Responsible for replenishing the paper towel dispenser
- **Libraries**
 - Dust and disinfect the touched surfaces, furniture, bookshelves, and tables
 - Empty waste/recycle bins
 - Vacuum all areas

¹ The term “touched surfaces” means surfaces that are typically touched frequently and which are recommended for sanitation as a disinfecting protocol. This includes but is not limited to doorknobs, handles, keyboards, handsets, computer mice, keypads, etc.

Covered Outdoor Eating Areas

- Pick up trash on ground and tables

Services to be performed by Vendor once per month

- Empty and clean refrigerators in all staff lounges
- Clean building windows

Services to be performed by Vendor two times a year

- Summer break: Powerwashing hard surfaces
- Winter break: Powerwashing hard surfaces

Services to be performed by Vendor twice a year

- Summer: Auto scrub floors, clean windows, power wash the restrooms, clean carpets, deep clean servery floors, dust all light fixtures and cabinets, clean roofs of debris,
- Winter: Power wash the restrooms, perform required cleaning touch ups, clean servery floors, clean roofs of debris

Janitorial Supplies

- CONTRACTOR will keep inventories of all janitorial supplies and will inform MWA for replenishments. MWA is responsible for purchasing the required and necessary janitorial supplies.

Equipment Supplies and Maintenance

- MWA will be responsible for providing and maintaining the necessary and required cleaning equipment.

II. Delivery Schedule for Performing Services ("Delivery Schedule")

- Contractor agrees to provide cleaning services five (5) days per week unless otherwise specified
- Cleaning Services to be provided between the hours of 5:00 p.m. to 10:00 p.m.

III. Cleaning Fees

- a. Rate per month: \$45,050
- b. Rate per hour for MWA approved, non-contracted work and powerwashing: \$26.00
- b. Additional duties as requested, not included in Exhibit A, will be performed only after both the Contractor and MWA agree with the timing of the duties.

EXHIBIT A
Continued

MAKING WAVES ACADEMY SERVICES/ACTIVITIES TO BE
PERFORMED AND FREQUENCY

OFFICE

SERVERY

STUDENT COMMONS

CLASSROOM (MAKER SPACE AND OPEN LEARNING SPACE)

RESTROOM

LAB

HALLWAYS

ELEVATOR

CONFERENCE

GYM

LIBRARY

STAFF LOUNGE

BLACKBOX AND THEATER

DEEP CLEANING- SUMMER & WINTER

Exhibit A

| OFFICE Item | Task | Frequency | | | |
|-----------------------|------------|-----------|--------|---------|-----------|
| | | Daily | Weekly | Monthly | As Needed |
| Bookcase | Dust | | X | | |
| Carpet | Vacuum | | X | | |
| Chair | Dust | | X | | |
| Desk surface | Damp Clean | | X | | |
| Touched surfaces | Disinfect | X | | | |
| Door, Both Sides File | Damp Clean | | X | | |
| Cabinets Recycle Bin | Dust | | X | | |
| Tables | Empty | | X | | |
| Waste Bin | Damp Clean | | X | | |
| | Empty | X | | | |

INITIALS:

MWA _____

Contractor _____

Exhibit A

SERVERY

Frequency

| Item | Task | Daily | Weekly | Monthly | As Needed |
|------------------------|-----------|-------|--------|---------|-----------|
| Dispenser, Paper Towel | Refill | | | | X |
| Dispenser, Soap | Refill | | | | X |
| Floor | Damp Mop | X | | | |
| Recycle Bin | Empty | X | | | |
| Sink | Disinfect | X | | | |
| Waste Bin | Empty | X | | | |

NOTE: Dispensers are refilled as needed

INITIALS:

MWA _____

Contractor _____

Exhibit A

CLASSROOM (MAKER SPACE & OPEN LEARNING SPACE) Frequency

| Item | Task | Daily | Weekly | Monthly | As Needed |
|------------------------|------------|-------|--------|---------|-----------|
| White Board and Eraser | Clean | | X | | |
| Sink | Unclutter | X | | | |
| Student Desk | Align | X | | | |
| Trash on Floor | Pick Up | X | | | |
| Bookcase | Dust | X | | | |
| Counter Top | Disinfect | X | | | |
| Desks | Damp Clean | X | | | |
| Desk, Student | Damp Clean | X | | | |
| Touched Surfaces | Disinfect | X | | | |
| Door, Both Sides | Damp Clean | | X | | |
| Floor | Dust Mop | X | | | |
| Waste Bin | Empty | X | | | |

INITIALS:

MWA _____

Contractor _____

Exhibit A

| RESTROOM | | Frequency | | | |
|-------------------------|-----------------|-----------|--------|---------|-----------|
| Item | Task | Daily | Weekly | Monthly | As Needed |
| Dispenser, Paper Towel | Refill | | | | X |
| Dispenser, San. Napkins | Empty | X | | | |
| Dispenser, Soap | Refill | | | | X |
| Dispenser, Toilet Paper | Refill | | | | X |
| Touched surfaces | Disinfect | X | | | |
| Door lock | Secure | | | | X |
| Door, Both Sides | Damp Clean | | X | | |
| Drain, Floor | Clean | X | | | |
| Floor | Damp Mop | X | | | |
| Mirrors | Damp Clean | X | | | |
| Sinks | Clean/Disinfect | X | | | |
| Toilets | Clean/Disinfect | X | | | |
| Waste Bin - large | Empty | X | | | |

INITIALS:

MWA _____

Contractor _____

Exhibit A

| LAB Item | Task | Frequency | | | |
|--------------------|------------|-----------|--------|---------|-----------|
| | | Daily | Weekly | Monthly | As Needed |
| Sink | Unclutter | X | | | |
| Student Desk | Align | X | | | |
| Trash on Floor | Pick Up | X | | | |
| Window | Secure | X | | | |
| Bookcase | Dust | | X | | |
| Counter Top | Disinfect | X | | | |
| Desks | Damp Clean | X | | | |
| Desk, Student | Damp Clean | X | | | |
| Touched surfaces | Disinfect | X | | | |
| Door, Both Sides | Damp Clean | | X | | |
| Floor | Dust Mop | X | | | |
| Horizontal Surface | Dust | X | | | |
| Waste Bin | Empty | X | | | |

INITIALS:

MWA _____

Contractor _____

Exhibit A

HALLWAY

Frequency

| | Item | Task | Daily | Weekly | Monthly | As Needed |
|-------|------|----------|-------|--------|---------|-----------|
| Floor | | Damp Mop | X | | | |
| Floor | | Dust Mop | X | | | |

INITIALS:

MWA_____

Contractor_____

Exhibit A

| Elevator | | Frequency | | | | |
|----------|------|----------------------|-------|--------|---------|-----------|
| Floor | Item | Task | Daily | Weekly | Monthly | As Needed |
| | | Clean Elevator Walls | X | | | |

INITIALS:

MWA _____

Contractor _____

Exhibit A

CONFERENCE

| Item | Task | Daily | Weekly | Monthly | As Needed |
|----------------------|------------|-------|--------|---------|-----------|
| Frequency | | | | | |
| Carpet | Vacuum | X | | | |
| Chair | Dust | X | | | |
| Door Handle / knob | Disinfect | X | | | |
| Door, Both Sides | Damp Clean | | X | | |
| White Board & Eraser | Wash | | X | | |

INITIALS:

MWA _____

Contractor _____

Exhibit A

| GYM Item | Task | Frequency | | | |
|------------------|-------------|-----------|--------|---------|-----------|
| | | Daily | Weekly | Monthly | As Needed |
| Sink | Unclutter | X | | | |
| Trash on Floor | Pick Up | X | | | |
| Counter Top | Disinfect | X | | | |
| Touched surfaces | Disinfect | X | | | |
| Door, Both Sides | Damp Clean | | X | | |
| Floor | Dust Mop | X | | | |
| Floor | Wet Mop | | X | | |
| Waste Bin | Empty | X | | | |
| Bleachers | Dust Mop | | X | | X |
| Bleacher | Clean Seats | | X | | X |

INITIALS:

MWA _____

Contractor _____

Exhibit A

| Library Item | Task | Frequency | | | |
|------------------|------------|-----------|--------|---------|-----------|
| | | Daily | Weekly | Monthly | As Needed |
| Trash on Floor | Pick Up | X | | | |
| Bookcase | Dust | | X | | |
| Counter Top | Disinfect | X | | | |
| Desks | Damp Clean | X | | | |
| Desk, Student | Damp Clean | X | | | |
| Touched surfaces | Disinfect | X | | | |
| Door, Both Sides | Damp Clean | | X | | |
| Floor | Vacuum | X | | | |
| Waste Bin | Empty | X | | | |

INITIALS:

MWA _____

Contractor _____

Exhibit A

STAFF LOUNGE

Frequency

| Item | Task | Daily | Weekly | Monthly | As Needed |
|------------------|------------|-------|--------|---------|-----------|
| Sink | Clean | X | | | |
| Chair | Dust | X | | | |
| Touched surfaces | Disinfect | X | | | |
| Door, Both Sides | Damp Clean | | X | | |
| Recycle Bin | Empty | X | | | |
| Tables | Damp Clean | X | | | |
| Waste Bin | Empty | X | | | |

INITIALS:

MWA_____

Contractor_____

Exhibit A

Blackbox and Theater

| Item | Task | Frequency | | | |
|------------------|------------------|-----------|--------|---------|-----------|
| | | Daily | Weekly | Monthly | As Needed |
| Trash on Floor | Pick Up | X | | | |
| Touched surfaces | Disinfect | X | | | |
| Door,Both Sides | Damp Clean | | X | | |
| Floor | Dust Mop | X | | | |
| Waste Bin | Empty | X | | | |
| Bleachers/Seats | Dust Mop | | X | | X |
| Bleachers/Seats | Spot Clean Seats | | X | | X |

INITIALS:

MWA _____

Contractor _____

Exhibit A

DEEP CLEANING

| Item | Task |
|--|---|
| | Deep Cleaning activities take place during two academic breaks unless otherwise noted: December (Winter Break) and August (Summer Break) |
| Lights: | Dust |
| Cabinets: | Dust and damp clean inside and top of cabinets |
| Floors: | Auto scrub |
| Windows: | Wash interior and exterior of buildings |
| Vents: | Dust/vacuum air ducts |
| lockers: | Dust and damp clean locker tops |
| Blinds: | Dust/vacuum blinds |
| Walls: | Damp clean walls |
| Doors: | Damp Clean doors during breaks |
| Borders (floor trim): | Damp clean borders |
| Restrooms: | Power wash restroom stalls once a month. Wash walls quarterly. |
| Roof: | Remove leaves, debris and balls during breaks |
| Roof: | Blow the leaves from the front entrances every other week |
| Trash baskets and hallway | Wash |
| Classroom recycle wastepaper | |
| Trash baskets and hallway | Wash |
| Classroom Trash wastepaper | |
| baskets and hallway Exterior | Wash |
| large garbage cans- | |
| compose wastepaper | Wash |
| Exterior large garbage cans-recycle wastepaper | |
| | Wash |
| Exterior large garbage cans-trash wastepaper | |
| | Wash |
| Storage & Electrical Closets: | Dust, sweep, remove cobwebs |
| Hard exterior surfaces (concrete) | Powerwash at Thanksgiving break, February break and Spring break |
| Carpets: | |
| library, offices, classrooms | Wash once a year or during breaks as needed |
| Soft furniture: | Spot clean |

INITIALS:

MWA_____

Contractor_____

**EXHIBIT A WILL BE AMENDED IN JULY 2021 IN ORDER TO REFLECT MWA'S NEWLY
CONSTRUCTED FACILITIES AND ANY RESULTING CHANGES IN CONTRACTOR
RESPONSIBILITIES AND CLEANING FEES.**

THIS EXHIBIT A IS AGREED TO EFFECTIVE JULY 1, 2020

MAKING WAVES ACADEMY

By _____
Alton B. Nelson, Chief Executive Officer
510.262.1511
510.262.1518 fax

CONTRACTOR

By _____
Pacheco's Cleaning Service
2025 Dover Ave.
San Pablo, CA 94806

Exhibit B

Modified Services

In the event that MWA is closed during the regular school year due to a public health order adopted in response to a surge in COVID-19, Contractor agrees to the following modified services:

-Come in twice per week

Monday and Wednesday

Clean US building 1, UP building 4, & MS building 1

hours: 4pm-8pm

Disinfecting

Restrooms

Front office

Server

Floors

Take out trash

- Pick up outside trash

Pick up trash from walkways

Pick up trash from plants and bushes

Empty out all trash throughout the campus

- On call services

We are available Monday through Friday

Our proposal is for a monthly rate of \$7,300

WAIVER JUSTIFICATION:

D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

The Independent Contractor and its employees will have **NO CONTACT** with pupils. (No school-site Services will be provided.)

The Independent Contractor and its employees will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

1) Installation of a physical barrier at the worksite to limit contact with students.

2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

3) Surveillance of employees of the Independent Contractor by school personnel

The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide MWA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature

Printed Name

Title

Date