

# Service Agreement

Making Waves Academy - DEI Training & Consulting 2020-2021

**Prepared For**

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**Prepared By**

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# Service Agreement

This Service Agreement (“Agreement”) is made effective by and between

Making Waves Academy with offices located at 4123 Lakeside Dr, 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 08/28/2020, 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. Services described as “Online Class” or “Online Training” in this Agreement will be delivered virtually using Google Hangouts, Google Meet, Webex Meetings, Webex Training, Zoom Meetings, Zoom Webinars, (or comparable) conference tools. “Online Class” and “Online Training” means the delivery by Contractor of an online course pursuant to which Customer learns course materials remotely and/or virtually.

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 AND CONSENT OF RECORDINGS.**

### **2.1 Customer's Responsibilities.**

- Customer may not allow anyone else to access the Online Class or Training Materials.
- 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.
- Customer shall procure, install, host, test, deploy, monitor and maintain all associated hardware, software, remote meeting tools, high-speed internet, and copyrighted materials, including patches or upgrades required to enable provisioning of the Services remotely or virtually.

### **2.2 Consent of Recordings.**

Customer (i) consents to the recording and/or monitoring of the Online Class in connection with this Agreement; (ii) agrees to obtain any necessary consent of and give notice of such recording to such third party, employee and/or contractor that is also using the Service and/or participating in the Online Class; and (iii) agrees that recordings may be submitted in evidence in any proceedings relating to this Agreement. Customer continued participation in the Online Class and/or Service shall constitute consent by Customer to the recording and/monitoring of the Online Class and/or Service. Customer acknowledges and agrees that it may not record the Content, Online Class or Service.

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

(iii) 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 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.

*"Contractor IPR"* means: (a) the Content, (b) the Training Materials (c) 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; (d) updates, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (e) intellectual property anywhere in the world relating to the foregoing.

*"Training Materials"* means the information provided by Contractor to accompany a course provided as part of the Services in hard copy or electronic form.

**8.2 Restrictions.** Customer shall not (and shall not permit others to) do the following with respect to the Contractor IPR: (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in this Agreement; (ii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with

Contractor; (iii) disassemble, reverse engineer or decompile it; (iv) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (v) remove or modify a copyright or other proprietary rights notice in it; (vi) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner. Unless otherwise specified, copying or modifying any Content, Training Materials or using Content for any purpose other than Customer's personal, internal business use of the Service, including use of any such Content on any other website or networked computer environment, is strictly prohibited. All rights not expressly granted by Contractor in this Agreement are reserved.

**8.3 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.

Without limiting the foregoing, Contractor makes no warranties or representations that the provision of any content online, or the Services will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions, that the Services will meet Customer's personal or professional needs.

**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.**

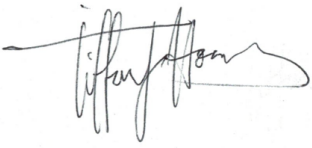
Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent in connection with a merger, reorganization 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.

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

Making Waves Academy	CircleUp Education

Individual Signing:	Tiffany Hoang
	
	Co-founder
	08/28/2020

## Billing & Invoicing Information

**If Yes, we will use this information:**

Alton

Nelson

anelson@mwacademy.org

Making Waves Academy

4123 Lakeside Dr,

Richmond, CA 94806

**If NO, Please confirm billing information:**

## **Special Billing Instructions**

# Attachment A

Click the links in the pricing table for more details.

Name	Price	QTY	Subtotal
<b>Infrastructure &amp; Capacity Building Services</b>			
<p><b>DEI Policy &amp; System Review Coaching</b></p> <p>The DEI Policy &amp; Systems Review Coaching and Consulting Service provides you with expert review and technical support to ensure that policies, practices, and systems are equitable, free of discrimination and effectively interrupting oppression.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><b>Logistics</b></p> <ul style="list-style-type: none"> <li>• 50-minute long session</li> <li>• 2 sessions per month (August - June)</li> <li>• These will be held as small group sessions with DEI Working Group leaders</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>• These coaching session will be planned at the beginning and end of each month</li> <li>• The goal of each session will be to build the capacity of the DEI Working Group leaders while developing infrastructure for the sustainability of DEI operations at MWA</li> <li>• Working Group Leaders will be expected to facilitate monthly meetings and work with their groups to develop team cohesion, identify challenges related to DEI specific to their area of focus, and implement solutions based on the needs uncovered</li> </ul>	<p>\$495.00</p>	<p>22</p>	<p>\$10,890.00</p>



## Staff Professional Development Services (Live, Online Trainings)

<p><b>Relationship Inclusion Strategies Training</b></p> <p>Participants learn how to facilitate relationship building and inclusion tools to help dispel assumptions about people’s identities and feelings, deepen relationships between people in meetings, help people articulate and express the complexity of their feelings, and create meeting/team/conversation agreements that identify and address needs and concerns.</p> <p><b><u>Logistics</u></b></p> <ul style="list-style-type: none"> <li>• 2-2.5 hours long</li> <li>• A maximum of 35-40 participants</li> <li>• Recommended for the beginning of the year</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>• This service will be tailored for faculty and staff and tailored around the topic of Social Emotional Learning</li> <li>• Staff will learn how to facilitate these practices online with their students in Zoom</li> <li>• This training will be combined with the Relationship Building CUE Cards listed below.</li> </ul>	<p>\$2,900.00</p>	<p>2</p>	<p>\$5,800.00</p>
<p><b>Relationship Building CUE Cards™</b></p> <p>The Relationship Building Cue Cards™ are a must-have tool for anyone who wants a simple way to build relationships with people in your workplace or classroom. These 52 check-ins and check'out's are designed to be used on a regular basis to support inclusive workplace and classroom culture. They are extremely portable and fit perfectly into a purse, briefcase, or backpack. Every Relationship Building Cue Card™ includes either a sentence starter or tips to help guide the process.</p> <p><b><u><a href="#">CLICK HERE FOR MORE DETAILS</a></u></b></p>	<p>\$9.99</p>	<p>80</p>	<p>\$799.20</p>
<p><b>DEI Staff Discussion Meeting</b></p> <p>The DEI Staff Discussion Meeting is a structured conversation designed to create a safer and courageous space for staff to discuss the impact that racism, oppression, implicit bias, discrimination, and inequities have on their work and the people they support or manage. This service is customized to reflect local and national events.</p> <p><b><u><a href="#">CLICK HERE FOR MORE DETAILS</a></u></b></p> <p><b><u>Logistics</u></b></p> <ul style="list-style-type: none"> <li>• 1.5-2 hours long</li> <li>• A maximum of 100 participants</li> </ul> <p><b>Customizations</b></p>	<p>\$2,800.00</p>	<p>2</p>	<p>\$5,600.00</p>

<ul style="list-style-type: none"> <li>This service will be customized to include topics related to: <ul style="list-style-type: none"> <li>The upcoming 2020 Presidential Election,</li> <li>Processing trauma/ reflections related to Covid-19, Distance Learning and the Black Lives Matter Movement.</li> </ul> </li> <li>This service will be tailored for faculty and staff</li> </ul>			
<p><b>The Diversity Uncovered™ Online</b></p> <p>An awareness-building training to uncover conscious and unconscious discrimination and learn tools to interrupt stereotypes, microaggressions, and implicit bias.</p> <p><a href="#"><u>CLICK HERE FOR MORE DETAILS</u></a></p> <p><b>Logistics</b></p> <ul style="list-style-type: none"> <li>3 hours long</li> <li>A maximum of 35-40 participants</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>This service will be customized to include topics related to race, gender, sexual orientation and other impacted social identities identified at MWA</li> <li>This service will be tailored for staff and faculty</li> </ul>	\$3,600.00	2	\$7,200.00
<p><b>The Conscious Conversations™ Training</b></p> <p>A skill-building training that teaches an effective and proven technique to interrupt unconscious and unintentional discrimination by learning to call people in versus calling them out in the workplace.</p> <p><a href="#"><u>CLICK HERE FOR MORE DETAILS</u></a></p> <p><b>Logistics</b></p> <ul style="list-style-type: none"> <li>2.5 hours</li> <li>Maximum 35-40 participants</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>This training will be customized to include topics or address challenged related to unconscious bias and discrimination related to race, gender, sexual orientation and other social identities relevant to MWA staff</li> </ul>	\$2,900.00	2	\$5,800.00
<p><b>Workplace Bias &amp; Discrimination Survey</b></p> <p>The workplace Bias &amp; Discrimination Survey is an assessment tool used to identify relationship, bias, discrimination, and conflict management issues that exist within your organization and coaching support to identify targeted solutions.</p> <p><a href="#"><u>CLICK HERE FOR MORE DETAILS</u></a></p> <p><b>Logistics</b></p> <ul style="list-style-type: none"> <li>Takes 10-15 minutes to complete</li> </ul>	\$1,100.00	1	\$1,100.00

<ul style="list-style-type: none"> <li>We may create separate surveys for different departments, regions, or classifications of staff</li> <li>The survey is confidential and we administer it to maintain confidentiality</li> <li>We will help create flyers and reminder email text to support the implementation of the survey</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>We will use the same customized survey questions to gather comparison data between 2019-2020 and 2020-2021</li> </ul>			
<b>DEI Book Club</b>			
<p><b>Book Club Facilitators Training (Part 1) - Building Real Talk Agreements</b></p> <p>The Building Real Talk Agreements Training provides your team with the tools and skills needed to create agreements and explore needs to have deeper conversations about workplace racism.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><u>Logistics</u></p> <ul style="list-style-type: none"> <li>3 hours</li> <li>Maximum 15 participants</li> </ul> <p><u>Customizations</u></p> <ul style="list-style-type: none"> <li>This training will be customized to train book club facilitators on how to guide their members to create real talk agreements to engage in future book club discussions on topics related to race, privilege, identity and education.</li> </ul>	\$3,200.00	1	\$3,200.00
<p><b>Book Club Facilitators Training (Part 2) - Guiding Discrimination Discussion</b></p> <p>The Guiding Discrimination Discussions Training provides all of the necessary training and support tools to design and guide discussion meetings about the impact that racism, oppression, implicit bias, discrimination, and inequities have on staff work relationships, policies, procedures, and personal life.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><u>Logistics</u></p> <ul style="list-style-type: none"> <li>3 hours</li> <li>Maximum 15 participants</li> </ul> <p><u>Customizations</u></p> <ul style="list-style-type: none"> <li>This training will be customized to include best practices on how to design and guide book club discussions that include sensitive topics related to race, privilege, identity and education.</li> </ul>	\$3,200.00	1	\$3,200.00

Subtotal      **\$43,589.20**

**Total      \$43,589.20**

## Summary Of Next Steps

All of the proposed support steps are included in the proposed cost above.

1. **Negotiate Services & Costs**
  2. **Sign Service Agreement**
  3. **Finalize Logistics & Preparation of Services**
  4. **Customize Your Services**
  5. **Begin Implementing Your Services**
  6. **Evaluate Services and Discuss Next Steps**
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## Some Of Our Satisfied Clients



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



San Jose Unified School District



San Mateo County Office of Education



Tamalpais Union High School District



Bayshore Elementary 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



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.

**Learn More About Us!**



Black Lives Matter @ CircleUp Education

