

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made on May 1, 2024 (the “Effective Date”), between Making Waves Academy (“Client”), with a principal place of business at 4123 Lakeside Dr., Richmond, CA 94806, and Glynis Shulters (DBA Layered Education) (“Service Provider”), with a principal place of business at 32776 Ruth Ct., Temecula, CA, 92592. Client and Service Provider are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

Whereas Client wishes to retain the services of Service Provider and the Service Provider agrees to provide Client the services, in accordance with the terms and conditions of this Agreement.

Therefore, it is agreed as follows:

1. Services.

1.1. The Client hereby retains the Service Provider to perform the following services (“the Services”):

Assessment of Special Education Program*	<p>Assessment includes:</p> <ul style="list-style-type: none">• One 60 minute alignment meeting with leadership team on data to focus on• Review of currently available compliance data:<ul style="list-style-type: none">▪ Procedural (ie: timelines, service tracking etc.)▪ Substantive (ie: spot check IEP content for quality of present levels, goals, etc.)• Review of currently available outcome data for students with disabilities:<ul style="list-style-type: none">▪ Grades▪ Discipline▪ SBAC▪ Graduation rates▪ Universal screener growth▪ Benchmark assessments <p>*The final decision on what data to include will be made in collaboration with the school site. The above are intended as examples of data that can be included</p> <ul style="list-style-type: none">• Empathy interviews:<ul style="list-style-type: none">▪ Site leadership▪ General Education Teachers▪ Special Education Teachers▪ Support Staff (ie: Para-professionals, service providers, etc.)▪ Students▪ Parents▪ Community Members <p>*The final decision on who to include in interviews will be made in collaboration with the school site. The above are intended as examples of interviews that are typically recommended.</p> <ul style="list-style-type: none">• Assessment report<ul style="list-style-type: none">▪ Assessment results▪ Summary of findings▪ Asset summary▪ Recommendations and resources to enhance program
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	<ul style="list-style-type: none"> • One 60 minute debrief with school leadership team <p>*All services are provided virtually</p>
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Assessment of Multi-Tiered System of Support*	<p>Assessment includes:</p> <ul style="list-style-type: none"> • One 60 minute alignment meeting with leadership team on data to focus on • Review of currently available MTSS Data: <ul style="list-style-type: none"> i) Fidelity of implementation data ii) Progress monitoring data for students receiving interventions • Review of currently available outcome data for campus: <ul style="list-style-type: none"> i) Grades ii) Discipline iii) SBAC iv) Graduation rates v) Universal screener growth vi) Benchmark assessments <p>*The final decision on what data to include will be made in collaboration with the school site. The above are intended as examples of data that can be included</p> • Empathy interviews: <ul style="list-style-type: none"> i) Site leadership ii) General Education Teachers iii) Special Education Teachers iv) Support Staff (ie: Para-professionals, service providers, etc.) v) Students vi) Parents vii) Community Members <p>*The final decision on who to include in interviews will be made in collaboration with the school site. The above are intended as examples of interviews that are typically recommended.</p> • Assessment report <ul style="list-style-type: none"> i) Assessment results ii) Summary of findings iii) Asset summary iv) Recommendations and resources to enhance program • One 60 minute debrief with school leadership team <p>*All services are provided virtually</p>
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Bank of Hours for Ongoing Consultation and Coaching to Support *	<p>Bank of 188 hours (billed at \$200/hourly rate) that are used to support the school campus with ongoing special education consultation and MTSS development. The hours can be used as needed for the following tasks:</p> <ul style="list-style-type: none"> ▪ Transition coaching and support prior to Director’s leave and upon Director’s return ▪ Collaboration and consultation with school leadership team ▪ Monitoring compliance ▪ IEP Management system maintenance ▪ Teacher consultations and coaching around IEP compliance (including draft IEP review) ▪ Meeting SELPA requirements (reporting, meeting attendance etc.)
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	<ul style="list-style-type: none"> ▪ Statewide testing coordination support ▪ ESY coordination support ▪ Consultations on SY24-25 schedule, caseloads, space, materials needed, etc. ▪ Consulting on high needs cases ▪ Support with contract renewals ▪ MTSS implementation coaching and consultations <p>*All services are provided virtually.</p>
<p>Four Full In Person Professional Development Days</p>	<p>Professional Development includes:</p> <ul style="list-style-type: none"> ▪ Creation of professional development content for four six hour sessions of professional development ▪ Four one hour planning and alignment meetings prior to content delivery ▪ Two revisions of professional development content ▪ Facilitation of four six hour professional development sessions ▪ Set up and take down of professional development ▪ One hour debrief session ▪ All materials expenses included
<p>Travel Fee</p>	<p>Travel Fee includes:</p> <ul style="list-style-type: none"> ▪ Round trip airfare ▪ Airport parking ▪ Ground transportation to and from airport and to and from school site ▪ Lodging for four nights (billed at the federal per diem rate) ▪ Meal expenses for three days (billed at the M&IE federal per diem rate) ▪ Meal expenses for the first and last day of travel (billed at the M&IE federal per diem rate) ▪ Travel time fee (two ½ days)

*Denotes services that are provided virtually.

- 1.2. Service Provider shall have no obligation to perform any additional or modified Services until an Amended Services Agreement with the additional or modified Services has been agreed upon and signed by Service Provider.
- 1.3. Subcontractors. Client acknowledges and agrees that Service Provider, at its sole discretion, may use subcontractors and consultants to perform some or all of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Client for performance under this Agreement.
2. Term. This Agreement will become effective on the Effective Date and will continue in effect from May 1, 2024-September 30, 2024, or until the completion of the Services, whichever occurs first, unless terminated earlier as provided in this Agreement (the “Initial Term”). Should Client be unable to use all hours by the end of the initial term, Client shall notify the Service Provider within 15 days prior to the end of the Initial Term, and amended agreement can be created to extend the service window for up to 30 days past the Initial Term. Should Service Provider continue to provide Services

after the Initial Term, this Agreement shall automatically continue for additional one-month terms (each a “Renewal Term”) unless, not less than 30 days prior to the end of the Initial Term or 15 days prior to the end of the Renewal Term, either Party notifies the other of its intent not to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to as the “Term.”

3. Termination.

3.1. Service Provider may terminate this Agreement, with or without cause, with thirty (30) days’ notice to the Client. Either Party may terminate this Agreement immediately if the other Party breaches this Agreement. Upon an early termination, Service Provider shall receive a pro-rated payment for Services actually rendered, prior to the termination date.

3.2. Upon termination or expiration of this Agreement, or successful completion of the Services to be provided under this Agreement, the Parties will deliver to the other Party any of the other Party’s confidential information or other property and material in their possession or control, including notes, documents, and tools.

4. Compensation and Expenses.

4.1. In full consideration for the Services described in this Agreement to be performed by Service Provider, Client agrees to pay Service Provider

Proposal Summary		Hr/Unit	Fee \$
1	Assessment of Special Education Program	1 /Unit	\$6,500
2	Assessment of Multi-Tiered System of Support	1/Unit	\$6,500
3	Ongoing consultations for special education and MTSS program maintenance and development	188 Hours*	\$37,6000
4	Six Hour Professional Development Sessions	4	\$14,000
5	Travel Fee (includes all travel expenses)		\$3,543
Sub-Total			\$68,143.00
Grand Total			\$68,143.00

*For hourly services, the total hourly base rate is billed at \$200/hour.

4.2. Payments will be made in the following manner:

Payment should be made through ACH Payment:

Name	Glynis Shulters
Address	32776 Ruth Ct., Temecula, CA, 92592
Email Address	Glynis.shulters@layered-education.com
Beneficiary Bank Name	Chase

ACH Routing Number	322271627
Account Number	874907915
Account Name	Business Complete

The Service Provide shall submit an invoice to the Client via email. The Client agrees to pay the Service Provider in four installments of the total cost:

- First payment: \$17,035.75 due on or before June 1, 2024
- Second payment: \$17,035.75 due on or before July 1, 2024
- Third payment: \$17,035.75 due on or before August 1, 2024
- Fourth payment: \$17,035.75 due on or before September 1, 2024

4.3. Client will be responsible for all expenses incurred in performing the Services under this Agreement, including Service Provider’s Travel Fees and Expenses.

Late Payments. If any payment is not paid when due, Service Provider reserves the right to pause or stop services until the outstanding payment has been made in full. In the event that Client does not make full and complete payment within seven (7) days of the date the payments are due, Service Provider has the right to impose a 5% penalty this penalty is in addition to any other remedy that might be available to Service Provider.

5. **Client Cooperation.** Client agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider and its personnel with access to all documents and facilities as may be reasonably necessary for the performance of the services under this Agreement and will promptly communicate with Service Provider during the Term of this Agreement.

6. Independent Contractor Relationship.

6.1. **Not an Employee.** Service Provider enters into this Agreement and will remain throughout the term of this Agreement, as an independent contractor. Service Provider agrees that neither Service Provider nor any Service Provider personnel is or will become an employee, partner, agent, or principal of Client while this Agreement is in effect. This Agreement does not in any way create any type of partnership, association, joint venture, or other business relationship between the Parties. Service Provider agrees neither Service Provider nor any of Service Provider’s personnel shall be entitled to the rights or benefits afforded to Client’s employees, including but not limited to, disability or unemployment insurance, workers’ compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Service Provider is responsible for providing, at Service Provider’s own expense, disability, unemployment, and other insurance, workers’ compensation, training, permits, licenses, and any other requirement for Service Provider and for Service Provider’s employees and subcontractors.

6.2. **Non-Exclusive Relationship.** The Parties acknowledge that this is a non-exclusive Agreement, and that Service Provider may represent, perform services for, and contract with other additional Clients persons, or companies as Service Provider, in her sole discretion, sees fit, provided those services do not pose a direct conflict of interest with the Services performed for Client.

6.3. **Method of Performing Services.** Service Provider will determine the method, details, and means of performing the Services. Service Provider may perform the Services under this Agreement at

any suitable time and location Service Provider chooses. Service Provider will use its own resources, such as supplies, equipment, tools, and materials to complete the Services, unless necessity requires the use of Client's resources and premises as those requirements are defined in this Agreement.

- 6.4. Service Provider shall, at its own expense, perform her obligations hereunder in compliance with all applicable laws and regulations. It shall be the responsibility of the Client to pay for any necessary licenses, permits, insurance and approvals, or other expenses as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Service Provider.
- 6.5. Nothing in this Agreement shall be construed to give Service Provider or any of Service Provider's personnel any authority to (1) represent that such person is an employee of Client, (2) to bind Client with respect to contracts or representations or any other matters, or (3) to represent Client before any Court or government or regulatory. Authority without the express written authorization of client.
7. Payment of Taxes and Fees. Service Provider is solely responsible for paying any and all taxes, including estimated taxes, incurred because of the compensation paid by Client to Service Provider for Services under this Agreement. This includes but is not limited to any federal, state or local income taxes, social security or unemployment tax, or any other taxes.
8. No Workers' Compensation or Unemployment Insurance Benefits.
 - 8.1. **Service Provider is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to Service Provider's contractual relationship with Client.** Service Provider agrees to provide workers' compensation insurance for Service Provider's employees and agents and agrees to defend, hold harmless and indemnify Client for all claims arising out of any injury, disability, or death of any of Service Provider's employees or agents.
 - 8.2. **Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or another entity.** The Service Provider is obligated to pay federal and state income tax on any moneys paid pursuant to Service Provider's contractual relationship with Client. Service Provider agrees to provide unemployment insurance benefits for Service Provider's employees as required by law, and agrees to defend, hold harmless and indemnify Client for any and all unemployment claims the Service Provider's employees or agents make against Client.
9. Confidential Information.
 - 9.1. Confidential Information. The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other Party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean (a) information concerning the Parties' products, business and operations including, but not limited to, information relating to business plans, financial records, customer lists, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, trade secrets, procedures, technical advice or knowledge, contractual agreements, pricing, procedures, distribution

methods, inventories, marketing strategies and interests, data, designs, drawings, or other intellectual property, of the Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (c) information acquired during any tours of or while present at a Party's facilities; and (d) all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement, or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

- 9.2. Use of Confidential Information. The Receiving Party will maintain the Disclosing Party's confidential information in the strictest confidence, and will not disclose it, or allow it to be disclosed, by any means to any person except with the Disclosing Party's prior, written approval, and only to the extent necessary to perform the Services under this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants, and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.
- 9.3. Required Disclosures. If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.
- 9.4. Exceptions. Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 9.5. Unauthorized Use. If the Receiving Party discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, the Receiving Party will immediately notify the Disclosing Party; take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication; and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the other Party's confidential

information may result in irreparable harm to Client for which there may be no adequate remedy at law. In such event Client shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

- 9.6. **Return of Confidential Information.** The Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within 15 days following the expiration or termination of this Agreement. Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for 1 year after the expiration or termination of this Agreement.
10. **Ownership of Work Product.** This is not a work-for-hire agreement. The copyright in all deliverables created as part of this Agreement shall belong to the Service Provider. All of Client's intellectual property shall remain the sole property of Client. No license to sell or distribute the other Party's intellectual property or work product is granted or implied.
11. **Non-Solicitation.** During the term of this Agreement and for a period of one year, thereafter, Client will not do, or cause anyone on Client's behalf to solicit or hire away any of Service Provider's employees or contractors that Client became aware of as a result of this Agreement.
12. **Non-Disparagement.** The Parties agree to refrain from making any public statements, whether written or oral, or encourage anyone else to make statements which defame or disparage the other Party.
13. **Warranty.**
The Services to be performed hereunder are professional services and advice. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations, and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 3. IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CLIENT BY THE SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT, CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

14. **LIMITATION OF LIABILITY.**

EXCEPT FOR THE PARTIES CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE CLIENT'S OBLIGATION TO PAY THE FEES TO THE SERVICE PROVIDER, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CLIENT TO THE SERVICE PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

15. Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold the other Party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (a) [gross] negligence or willful misconduct or (b) its material breach of any of the terms of this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.
16. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. If Service Provider's performance is delayed over 30 days, Client may terminate this Agreement.
17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California without regard to its conflicts of law principles. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located

in Riverside County, California. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

18. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
19. Collection Expenses. If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client agrees to reimburse Service Provider for all such costs, expenses and fees.
20. Assignment. Service Provider may subcontract its obligations and rights to a third-party.
21. Severability. The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part of this Agreement. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.
22. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
23. Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the effective date of this Agreement. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.
24. Counterparts. This Agreement may be executed by fax or email and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.
25. Notices. Any notices required to be given under this Agreement by either Party to the other shall be in writing and shall be transmitted either by (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail (with all fees paid), addressed to the Party to be notified at the following address or to such other address or person as such Party shall specify by notice hereunder:

Client:

Attention: Making Waves Academy
4123 Lakeside Drive, Richmond, CA, 94806

Service Provider:

Attention: Glynis Shulters | Layered Education
32776 Ruth Ct., Temecula, CA, 92592
Glynis.shulters@layered-education.com

The undersigned certify that they are designated authorized agents of their respective Party and that they are authorized to execute this Agreement on behalf of their respective Party and to bind it to this Agreement.

In witness whereof, the parties hereto have executed this Agreement on the date set forth below:

CLIENT, Making Waves Academy

Signature: _____

Name: _____

Title: _____

Date: _____

SERVICE PROVIDER, Glynis Shulters | Layered Education

Signature: _____

Name: _____

Title: _____

Date: _____