Navigator Schools

Governance Committee Meeting

Date and Time

Thursday March 28, 2024 at 3:30 PM PDT

Location

Join Zoom Meeting
ID: 97063408907
Passcode: 808705

(US) +1 346-248-7799
Passcode: 808705

Meeting host: ami.ortiz@navigatorschools.org

Join Zoom Meeting:
https://navigatorschools.zoom.us/j/97063408907?pwd=Wm1OQk9IK0xvL0NhdVYrU2xubm9FQT09

This meeting will be held in compliance with the Brown Act.

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests via e-mail to Ami Ortiz, Director of Business & Finance.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**3:30 PM**
	Opening Items			
A.	Record Attendance and Guests		John Flaherty	1 m
B.	Call the Meeting to Order		John Flaherty	1 m
C.	Approval of Minutes from Previous Committee Meeting	Approve Minutes	John Flaherty	1 m
	Members will vote on the approval of minutes from the previous meeting.			
	Approve minutes for Governance Committee Meeting on February 28, 2024			
D.	Approval of Minutes from Previous Committee Meeting	Approve Minutes	John Flaherty	1 m
	Members will vote on the approval of minutes from the previous meeting.			
	Approve minutes for Governance Committee Meeting on March 22, 2024			
II.	**Topical Items**			**3:34 PM**
	Governance			
A.	Approval of Contracts Valued Over $50,000	Vote	Tom Peraic	15 m
	The Committee will vote to approve the following contracts: A. Apeira Solutions ICA B. Statement of Work - Audit Services C. Fire Alarm Agreement			
B.	Recommendation of Policy for Full Board Approval.	Vote	Tom Peraic	40 m
	The Committee will vote to recommend a Comprehensive School Safety Plan for Board approval.			
III.	**Closing Items**			**4:29 PM**
A.	Adjourn Meeting	Vote	Board Chair	1 m
	The Committee will hold a roll call vote on the adjournment of the meeting.			

	Purpose	Presenter	Time

Proposed Motion: Adjourn

Coversheet

Approval of Minutes from Previous Committee Meeting

Section:	I. Opening Items
Item:	C. Approval of Minutes from Previous Committee Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Governance Committee Meeting on February 28, 2024

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Navigator Schools
Charting a new course in education

Navigator Schools

Minutes

Governance Committee Meeting

Date and Time
星期三 二月 28, 2024 at 3:30 下午

Location
Join Zoom Meeting
ID: 96219070344
Passcode: 720306

(US) +1 646-876-9923
Passcode: 720306

Meeting host: ami.ortiz@navigatorschools.org

Join Zoom Meeting:
https://navigatorschools.zoom.us/j/96219070344?pwd=R2d2MnJoemtWbHQ3SU9vOXhJU1hNUT09

This meeting will be held in compliance with the Brown Act.

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests via e-mail to Ami Ortiz, Director of Business & Finance.

Committee Members Present
Ian Connell (remote), John Flaherty (remote), Shara Hegde (remote)

Committee Members Absent

None

Guests Present
Ami Ortiz (remote), Caprice Young (remote), Tom Peraic (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

John Flaherty called a meeting of the Governance Committee of Navigator Schools to order on Wednesday Feb 28, 2024 at 3:30 PM.

C. Approval of Minutes from Previous Committee Meeting

Shara Hegde made a motion to approve the minutes from Governance Committee Meeting on 01-26-24.
Ian Connell seconded the motion.
The committee **VOTED** unanimously to approve the motion.

II. Topical Items

A. Support Services Contract Development for Polytechnic Academy

CEO & Superintendent Caprice Young led an early stage discussion about a potential back office services with Polytechnic Academy. Dr. Young discussed the opportunity, the challenges, and the various options available for consideration. Dr. Young addressed Committee Member comments and answered Committee Member questions.

B. Board Skills Matrix Discussion

CEO & Superintendent Caprice Young led an early stage discussion about board member skills that would be beneficial to Navigator for the purposes of board development. Dr. Young included the geographic requirements for board quorums for multi-county charter management organizations. Dr. Young addressed Committee Member comments and answered Committee Member questions.

C. Review of Policies

John Flaherty made a motion to Recommended Approval of Policies to the sent to the Full Board for Consideration.
Ian Connell seconded the motion.
The Committee Members considered a Classroom Based Attendance Policy, a Sabbatical Leave Policy, and a School Sponsored Trips Policy. General Counsel Tom Peraic addressed Committee Member comments and answered Committee Member

questions.The Committee Members recommended approval of the policies to be sent to the full Board for consideration.
The committee **VOTED** unanimously to approve the motion.

D. Board Member Agreement

The Committee Members reviewed and discussed the Board Member Agreement and Survey. General Counsel Tom Peraic addressed Committee Member comments and answered Committee Member questions.

III. Closed Session

A. Announcement and Vote to Enter Closed Session

No Closed Session called.

B. Closed Session

No Closed Session called.

C. Announcement of Action Taken During Closed Session

No Closed Session called.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:00 下午.

Respectfully Submitted,
Tom Peraic

Coversheet

Approval of Minutes from Previous Committee Meeting

Section:	I. Opening Items
Item:	D. Approval of Minutes from Previous Committee Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Governance Committee Meeting on March 22, 2024

APPROVED

Navigator Schools

Minutes

Governance Committee Meeting

Date and Time
星期五 三月 22, 2024 at 11:15 上午

Location
Join Zoom Meeting
ID: 92635231544
Passcode: 038806

(US) +1 646-931-3860
Passcode: 038806

Meeting host: ami.ortiz@navigatorschools.org

Join Zoom Meeting:
https://navigatorschools.zoom.us/j/92635231544?pwd=Q21Na251RE02TEdlRElBWFNMRzlXQT09

This meeting will be held in compliance with the Brown Act.

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests via e-mail to Ami Ortiz, Director of Business & Finance.

Committee Members Present

John Flaherty (remote), Shara Hegde (remote)

Committee Members Absent
Ian Connell

Guests Present
Ami Ortiz (remote), Caprice Young (remote), Crystal O'Rourke (remote), Noël Russell-Unterburger (remote), Tom Peraic (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

John Flaherty called a meeting of the Governance Committee of Navigator Schools to order on Friday Mar 22, 2024 at 11:20 AM.

II. Topical Items

A. Consideration of Array/Lit Contract

John Flaherty made a motion to Approve Array/Lit Contract and to Authorize CEO & Superintendent or CFOO to Execute on Behalf of Navigator.
Shara Hegde seconded the motion.
Director of Schools Crystal O'Rourke presented the proposed contract. The coaching aligns with current practices and would be a benefit to the organization. The cost is $98,500. CEO & Superintendent Caprice Young and Crystal O'Rourke answered questions from the Committee Members. Crystal O'Rourke thanked the Governance Committee Members for their time.
The committee **VOTED** unanimously to approve the motion.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:35 上午.

Respectfully Submitted,
Tom Peraic

Coversheet

Approval of Contracts Valued Over $50,000

Section: II. Topical Items
Item: A. Approval of Contracts Valued Over $50,000
Purpose: Vote
Submitted by:
Related Material: A1. Apeira Solutions ICA (03.25.24).pdf
A2. Apeira Solutions ICA - Exhibit A (03.25.24).pdf
B. CLA SOW (03.25.24).pdf
C1. Fire Alarm Agreements - Hayward Collegiate (03.25.24).pdf
C2. Amendment Agreement Security System Church area.pdf
C3. Amendment Agreement Security System Portables.pdf

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into and made effective on March 19, 2024 ("Effective Date"), by and between Navigator Schools ("NAVIGATOR"), a California nonprofit public benefit corporation, whose principal place of business is 650 San Benito Street, Ste. 230, Hollister, CA 95023, and Apeira Revenue Solutions ("Contractor", sometimes collectively referred to with NAVIGATOR as the "Parties"), whose principal place of business is 28195 Summit Drive, Novi, MI 48377, tel: (713) 677-1377.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services**. During the Term (as defined in Section 2.2 below) of this Agreement, Contractor agrees to provide services to NAVIGATOR as described in **Exhibit A** attached hereto (the "Services"). Contractor will perform the Services in a diligent, careful, thorough, and professional manner consistent with customary practice and in compliance with applicable law. Contractor may use Contractor's employees or subcontractors to perform the services under this Agreement, subject to the conditions set forth in Section 5, 6, and 7, below.

2. **Compensation and Term**.

2.1 Contractor shall perform the Services at the rate of $80,000.00, as set forth in Section 3, below. NAVIGATOR will reimburse Contractor for reasonable out-of-pocket expenses incurred by Contractor in connection with performance of the Services at cost (unless otherwise specified in **Exhibit A**.) Contractor must obtain NAVIGATOR prior written authorization for any expenses that equal $100.00 (one hundred dollars and no cents) or more.

2.2 The term of this Agreement will begin on the Effective Date and will terminate on June 30, 2024 ("Term"). Either party may provide notice of termination of this Agreement at any time and for any reason with thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party for cause on the occurrence of any of the following events or with five (5) days prior written notice to the other party: (a) the bankruptcy or insolvency of either party; (b) the sale of business of either party, subject to Section 8.7 herein; (c) the death or dissolution of Contractor; (d) Contractor is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities pursuant to Title 2 of the Code of Federal Regulations Part 200; (e) breach of any term or condition in this Agreement; or (f) any other reason in NAVIGATORS'S sole and unfettered discretion that renders Contractor's ability to perform services impractical or inconsistent with NAVIGATOR operation of California public charter schools. Upon termination, no further performance, including payment pursuant to Section 2 and its subsections above, will be required of either party, except that NAVIGATOR must pay any fees due for authorized services rendered and for authorized expenses specified in **Exhibit A**.

3. **Invoices and Payment**. NAVIGATOR shall make payment to Contractor, as follows: payable as follows: (a) $20,000.00, on or before April 15, 2024; (b) $20,000.00, on or before May 15, 2024; (c) $20,000.00, on or before June 15, 2024; and (d) $20,000.00, on or before July 15, 2024. NAVIGATOR reserves the right to dispute invoice entries pursuant to Section 8.4, below. Contractor has submitted EIN number on Exhibit A.

4. **Intentionally Omitted**.

5. **Proprietary Information**.

5.1 Contractor acknowledges that, in connection with providing the Services under this Agreement, Contractor may have access to and use of NAVIGATOR' proprietary, confidential and trade secret information. The information furnished by NAVIGATOR for use by Contractor is confidential to the fullest extent allowable by law. Proprietary and/or trade secret information of NAVIGATOR is the property of NAVIGATOR and includes, but is not limited to, information concerning NAVIGATOR's employees, students, vendors, and independent contractors, and to any other information reasonably understood to be confidential or proprietary to NAVIGATOR ("Proprietary Information".)

5.2 Contractor will maintain in confidence, and will cause its employees and subcontractors to maintain in confidence, and it will not, directly or indirectly, disclose or use, and cause its employees and subcontractors to not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, except to the extent necessary to perform the Services. Upon termination of this Agreement, or at the request of NAVIGATOR before termination, Contractor will deliver to NAVIGATOR all Proprietary Information that is in Contractor's possession or under Contractor's control.

6. **Protected Information**.

6.1 **Student Information**. If Contractor shall have access to student education records ("Student Records") that may contain information in the form of personally identifiable information ("PII"), Contractor acknowledges that pursuant to the Family Educational Rights and Privacy Act 20 U.S.C. §1232g, and its implementing regulations 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the Student Information and PII and agrees to abide by all associated FERPA requirements, including but not limited to, use of the Student Information or PII for the purpose of fulfilling its duties under this Agreement. Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, Student Information or PII, except as necessary to perform the Services or as required by law.

6.2 **Health Information**. Contractor acknowledges that, from time to time during the Term of this Agreement, Contractor may acquire or have access to Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules") of NAVIGATOR students ("PHI"). Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, PHI, except as necessary to perform the Services or as required by law.

7. **Contractor's Representations and Warranties**. Contractor represents and warrants that (a) Contractor has the qualifications, licenses (if required by law) and ability to perform the Services in a competent and professional manner; (b) should Contractor provide services to NAVIGATOR students, Contractor shall adhere to all applicable law and NAVIGATOR policies, including, but not limited to, certifying compliance with the requirements of California Education Code Section 45125.1 et seq., and shall fill out and return the Criminal

Background Check and Tuberculosis Clearance Certification, on an annual basis, attached hereto as **Exhibit B**; (c) Contractor shall keep its staff/volunteer roster current and shall update NAVIGATOR as soon as practicable upon any changes, additions, or renewed clearances; (d) should Contractor provide services at NAVIGATOR school sites, Contractor's employees shall adhere to the school site's policy regarding signing in and out upon entry and exit, respectively; and (e) Contractor's personnel that currently serve or will serve NAVIGATOR students are trained, and accept full responsibility, to act as mandated child abuse reporters pursuant to California law, including, but not limited to, the Child Abuse and Neglect Reporting Act (Cal. Penal Code § 11164 et seq.)

8. **General Provisions**

8.1. **Relationship of Parties**. Contractor is an independent contractor retained by NAVIGATOR to provide the Services and represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services. Contractor is not an agent, partner, principal, or employee of NAVIGATOR and has no authority to bind NAVIGATOR by contract or otherwise and shall be free from the control and direction of NAVIGATOR in connection with the performance of the Services. Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed. Contractor shall furnish all materials, equipment, and supplies used to provide the Services required by this Agreement. Contractor shall not be entitled to any benefits accorded to NAVIGATOR's employees, including, but not limited to, vacation time, sick time, PTO time, worker's compensation, or disability.

8.2. **Contractor's Representations**. Contractor hereby represents that: (a) they are free from the control and direction of NAVIGATOR in connection with the Services hereunder, both under this Agreement for the performance of Services and in fact; (b) Contractor is performing services that are outside of the usual course of NAVIGATOR'S business which is the operation of California public charter schools; and (c) Contractor is routinely doing work in an independently established trade, occupation, or business that is of the same type as the Services being performed hereunder.

8.3. **Choice of Law and Venue**. 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. Any legal proceeding to interpret or enforce this Agreement will be brought in Santa Clara County, California. Each party acknowledges, consents and agrees to venue and jurisdiction in Santa Clara County, California.

8.4. **Attorneys' Fees**. In the event arbitration, suit, or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of suit, including reasonable attorney's fees, in addition to all other sums allowed by law.

8.5. **Resolution of Disputes**. In the event of any dispute, the Parties shall use good faith efforts to settle the dispute and shall negotiate with each other to attempt to reach a solution satisfactory to each party. If the Parties do not reach such a solution within (60) days, then Parties shall try to resolve the dispute by mediation in Santa Clara County, California with costs

to be shared equally by the Parties. If mediation is unsuccessful, the Parties agree to submit the dispute to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator in Santa Clara County, California. The arbitrator will have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration will be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8.6. **Indemnification**. Contractor shall hold NAVIGATOR and NAVIGATOR's directors, officers, employees, agents, and volunteers harmless from, and indemnify each of them from and against, any and all claims, losses, damages, liabilities, penalties, fines, costs, expenses, and attorney's fees, arising out of or related to the provision of Services hereunder, except to the extent caused by the willful conduct or sole negligence of a NAVIGATOR director, officer, employee, agent, or volunteer. This provision shall survive the termination of this Agreement.

8.7. **Insurance.** Contractor shall procure and maintain general liability insurance covering all activities of Contractor's personnel performing Services hereunder with coverage of not less than one million dollars ($1,000,000) for any incident and one million dollars ($1,000,000) annual aggregate per incident. Coverage must include abuse and molestation insurance. Contractor shall name NAVIGATOR as an additional insured and shall provide NAVIGATOR with a Certificate of Insurance showing such status prior to commencing Services.

8.8. **Miscellaneous**. Neither party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other party; provided, however, that NAVIGATOR may, without the consent of Contractor, assign this Agreement in connection with a merger or other similar change of control. This Agreement, including any and all exhibits and amendments, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all other oral and written understandings or agreements. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, nor will any waiver constitute a continuing waiver. Any amendment to this Agreement must be executed, in writing, by each party. In the event that a court of competent jurisdiction holds any term or provision of this Agreement invalid, void, or unenforceable, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any notice or other communication given or made under this Agreement will be in writing and will be delivered personally or by a nationally recognized overnight courier (prepaid, specifying next-day delivery), addressed each Party as per their respective addresses as listed. Notice shall be deemed effective upon delivery. Either party shall be excused from performance, without penalty, for delay in, or failure of, performance if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the party affected, including but not limited to, fire, earthquake, strike, civil disorder, war, pandemics, and quarantines. This Agreement may be executed in counterparts and together constitute one instrument. Counterparts may be delivered to a party by scan/email and shall be considered an original signature.

[Signatures to Follow on Next Page]

Date: 3/19/24

"CONTRACTOR"

Susanna A Crafton
By: Susanna Crafton
Its: Member

Date: _____

"NAVIGATOR"

_____
By:
Its:

Exhibit A

Please see attached.

Exhibit B

Contractor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(l)

TO CONTRACTOR: PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. CONTRACTOR hereby certifies to NAVIGATOR that it has completed the criminal background check requirements of Education Code Section 45125.1, that it has determined that none of its employees that may come into contact with NAVIGATOR students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the CONTRACTOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

☐ B. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all employees who may have contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Education Code Section 49406. CONTRACTOR requires all new employees to provide a certificate of tuberculosis clearance dated within the 60 days prior to initial employment and CONTRACTOR maintains current TB clearances for all such employees.

☐ C. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all CONTRACTOR employees whose assignment at NAVIGATOR requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

WAIVER JUSTIFICATION:

☒ D. 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) permitted by Education Code Section 45125.1 et seq.

☒ CONTRACTOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)

☐ CONTRACTOR, which will be providing construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the 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: [Education Code Section 45125.2 (a)]

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 CONTRACTOR by an employee of CONTRACTOR who has not been convicted of serious of violent felony ascertained by the DOJ

☐ 3) Surveillance of employees of the CONTRACTOR by school personnel

☐ The services provided by the 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. [Education Code Section 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is the CONTRACTOR'S sole responsibility to maintain, update, and provide the NAVIGATOR with current and complete information along with the employee list, throughout the duration of services.

Susanna A Crafton	Susanna Crafton	member	3/19/24
Authorized Contractor Signature	**Printed Name**	**Title**	**Date**

Apeira Revenue Solutions
Proposal to Navigator Schools
EIN: 47-2942311
28195 Summit Drive, Novi, MI 48377
713-677-1377
Susie@apeirasolutions.com

SCOPE OF WORK and TIMELINE

Lead the Navigator "Growth Strategy Team" through a series of discussions that will inform a Growth Plan for Board consideration. Turn the once-approved plan into funder-facing materials.

February – June 2024

Total Investment = $80,000
($16,000 monthly, using a daily rate of $2,000/day, 8 days/month) [1]

Key Deliverables during Work Period 2/1/24 – 6/30/24:

Plan the agenda and facilitate bi-weekly discussions with the Growth Strategy Team (Caprice, Noël, Kirsten, James, Ami, and Neena).

Project manage the Growth Strategy Team on the production of key deliverables that either drive to decisions regarding growth or will be part of the Growth Plan.

Support each Growth Team member on the production of their deliverables. For some members of the team, this support will be serving as a thought partner but for others it will be producing actual deliverables at the direction of the team member.

Collaborate closely with the CFOO to build a multi-year financial model that aligns to current operations and contemplates the future growth. Advise on the viability of the fundraising need that results from this modeling and recommend adjustments to cost centers as applicable. Ensure alignment between the Growth Plan and the financial model.

Advise on communication about growth planning with key stakeholders like the Board and related Committees, the Directors & Chiefs Team, and the organization as a whole.

Write the Growth Plan and create related slides. Respond to/address/adjust the aforementioned documents based on one round of feedback from Navigator Schools representatives.

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[1] Should Navigator request more than eight days per month, the extra time will be billed monthly at the rate of $275 / hour. Susie will not engage in this extra work without explicit direction by the Navigator Team; she will also secure the appropriate approvals before beginning the additional work.

After the board meeting, adjust the Growth Plan and multi-year financial model based on the outcomes of the Board discussion.

Once the Growth Plan is finalized, re-package the content to be funder facing, specifically for a proposal(s) to Charter School Growth Fund and the Department of Education's Charter School Program for Replication and Expansion.

WHO IS APEIRA REVENUE SOLUTIONS?

Susie Crafton launched Apeira Revenue Solutions, a fundraising consulting firm focused on strategy, systems, and capacity building in 2015.

The driving force of her 20+ year career in education is seeking transformational improvement in student learning outcomes, in the hopes of ultimately improving quality for all while creating outsized gains for groups that have been historically underserved and/or marginalized. She's done this through direct service to students/ families/ communities through the creation of high-quality seats in great schools, to influencing education policy through advocacy and governance, to creating talent systems that support and grow educators at all levels. Each of these theories of change are valid and when strategically combined have tremendous potential yet appear to be insufficient unless the field builds the capacity of these various leaders to leverage the people charged with instruction, data analysis, and operations at the classroom, school, district, and state level to be co-creators in the innovation and the implementation.

She has decades of experience interacting with high-level education executives including superintendents, elected and appointed boards, leadership teams, and foundation leaders. For the last five years, she's also been regularly volunteering at the school, district, and state level in her home community, working directly with students and families, teachers and administrators in a variety of roles. This intentional, frequent, and personal engagement at all levels has added more dimension to the challenges facing the sector, but it also has given her tremendous hope as she's watched how the different perspectives (and the assets and resources they have access to) might lead to outsized improvements.

This work has led to numerous winning federal grants for education-related nonprofits funded by the Department of Education, the Department of Labor, and the National Science Foundation totaling over $405 million.

Susie grew up in Michigan, lived in Texas for 16 years, before returning to Michigan in June 2018. She earned both her B. A. in English and M. A. in Student Affairs Administration from Michigan State University. She also holds a Chartered Advisory of Philanthropy (CAP) certificate from the American College of Financial Services.

CliftonLarsonAllen LLP
https://www.claconnect.com

Statement of Work - Audit Services

January 23, 2024

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated September 12, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Navigator Schools ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2024.

Lili Huang is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the fifth consecutive year Lili Huang will be the engagement principal.

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IN EMAIL

Scope of audit services
We will audit the financial statements of Navigator Schools, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the “financial statements”) as of and for the year ended June 30, 2024.

The consolidated statement of financial position, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

We will also evaluate and report on the presentation of the following supplementary information accompanying the financial statements in relation to the financial statements as a whole.
Schedule of Expenditures of Federal Awards
Schedule of Instructional Time
Schedule of Average Daily Attendance
Reconciliation of Annual Financial Report With Audited Financial Statements

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Local Education Agency Organization Structure

Nonaudit services

We will also provide the following nonaudit services:

· Preparation of your financial statements and the related notes.

· Preparation of the supplementary information.

· Preparation of adjusting journal entries, as needed.

· Preparation of the Data Collection Form.

· Preparation of the informational tax returns.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the 2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (State Audit Guide). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or

disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

The state compliance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the State Audit Guide.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

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Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance, and the State Audit Guide.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those

risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

• Override of Management Controls

• Revenue Recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance, and the State Audit Guide. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

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Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, and the State Audit Guide.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of

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the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud

could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the State Audit Guide; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance

with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

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Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors'

report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

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With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on approximately April 15, 2024.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create

the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California Department of Education, California State Controllers Office, and authorizer(s), or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, California State Controllers Office, and authorizer(s). If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are outlined in the table below:

Service	Fee
Financial Statement Audit	$37,000
Implementation of the New Risk Auditing Standards which includes an increase in information technology testing	$2,250
Data Collection Form SF-FAC and single audit reporting package	$1,100
Informational tax return services - Navigator Schools	$4,000
Informational tax return services - Navigator Schools Support Corporation	$8,500
Informational tax return services - 407 Main Street LLC	$4,000
Technology and client support fee	$2,850
Total	$59,700

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We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. There is a ten percent withholding clause per Education Code 14505.
Additional state compliance procedures related to changes to the 2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel will be billed as out-of-scope.

Professional fees will be billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the SOW	One-third of our professional fees

Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

Unexpected circumstances
We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards
Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Authority to Execute
The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the entities listed on the Multiple Entities List.

Agreement
We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

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Sincerely,

CliftonLarsonAllen LLP

Response:
This letter correctly sets forth the understanding of Navigator Schools.

CLA
CLA

Lili Huang, Principal
SIGNED 3/7/2024, 11:41:31 PM PST

Client
Navigator Schools

SIGN:

Caprice Young, Executive Director

DATE:

Multiple Entities

CLA Client ID	Entity Name
A108077	Navigator Schools Support Corporation
A108222	407 Main Street LLC

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CORPORATE OFFICE
5130 Commercial Cir. Concord, CA 94520
Sales: 1-800-610-1000 / Service: 1-800-470-1000
A Family Business Since 1946
www.bayalarm.com

DAVID LEBARRE,

I would like to thank you for the opportunity to submit this Commercial Fire Alarm System Purchase and/or Services Agreement for your review and approval. I am proud to say that Bay Alarm Company has grown to become the largest family owned & operated electronic security company in America. We have been protecting businesses like yours for over 70 years, and we currently service more than one-hundred and forty thousand customers.

Although we have grown to become one of the largest alarm companies in America, we still recognize the importance of quick and efficient service. You will immediately recognize the difference between Bay Alarm and the other companies when you experience our commitment to total customer satisfaction. This is accomplished through providing our customers with one point of contact for all of their needs. Bay Alarm's mission is to provide our customers with the highest level of security and fire protection in the industry.

As a leader in our industry, we are proud to be affiliated with the following associations and agencies:

California Alarm Association
The Monitoring Association
California Automatic Fire Alarm Association
Electronic Security Association
NetOne
National Fire Protection Association (NFPA)

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company, please visit us at www.bayalarm.com.

Sincerely,

PAUL TIERNAN JR
ENTERPRISE SALES DIVISION

Bay Alarm Company
Pricing Summary/Scope of Work

User Name: HAYWARD COLLEGIATE CHARTER SCHOOL Site Phone Number: 000-000-0000

Site Address: 166 W HARDER RD. HAYWARD, CA 94544

■ **New System or Takeover** □ **New Owner** □ **Addendum-Alteration Addition** □ **Cancels Former Agreement-Alteration Addition**
Services Provided: □ Full Service ■ Time Plus Material Service □ Monitor Only

Sale and Installation Price and Payment Summary:

Total Installation Price: $ 54,580.00
(Plus Applicable Taxes to be billed separately)

Deposit Due at Signing: $ 27,290.00

Due Upon Completion of Prewire: $

Balance Due Upon Completion: $ 27,290.00

Monthly Service Charge:
$ 315.00 due Quarterly in Advance

Fire Test Frequency:
■ NFPA 72
□ Sprinkler Inspection Service, Bay will inspect ___ risers in accordance with C.C.R. Title 19
□ Other:

Fire Test Devices:
□ Panel Only
■ Panel & Fire Devices
□ Other

Communication Type:
□ Single Phone Line
□ Two-Way Radio
■ One-Way Radio
□ Other Means Permitted by NFPA 72

FOR OFFICE USE ONLY

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide service for a life safety System under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance to Bay's address, from the date the System is operational.

BAY ALARM TO MONITOR, MAINTAIN, AND SERVICE THE FOLLOWING DEVICES AS PER THE APPROVED FIRE ALARM SHOP DRAWINGS:

(1) FIRELITE ADDRESSABLE CONTROL PANEL
(1) FIRELITE ANNUNCIATOR
(1) CELLULAR COMMUNICATOR
(1) FIRELITE EMERGENCY COMMAND CENTER
(1) FIRELITE AUDIO AMPLIFIER
(1) BEAM SMOKE DETECTOR
(1) FIRELITE FLASHCAN ADDRESS MONITOR
(1)SILENT KNIGHT 10 ZONE EXPANDER
(20) FIRELITE SMOKE DETECTORS
(3) FIRELITE HEAT DETECTORS
(3) FIRELITE MODULES
(14) SPEAKER STROBES
(14) SPEAKER STROBE WALLMOUNTS
(5) OUTDOOR SPEAKER STROBES

BAY ALARM TO PROVIDE:
(1) SET OF FIRE ALARM SHOP DRAWINGS
(1) NFPA 72 FIRE ALARM TESTING
(1) FIRE ALARM FINAL INSPECTION
(1) DOCUMENTATION CABINET
(1) CIRCUIT BREAKER LOCKOUT KIT
BAYNET PLUS - ONLINE ACCOUNT MANAGEMENT

CUSTOMER TO PROVIDE:
(1) DEDICATED FIRE ALARM CIRCUIT

**CHILDREN CANNOT BE PRESENT DURING THE TIME OF INSTALL

User desires no additional protection at this time, I.E. SMOKE DETECTORS

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Special Provisions:

Services Provided:
Full Service: Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge.
Time Plus Material Service: At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.
Monitor Only: Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

Fire System:
Smoke/Heat detectors—for area or spot detection only.
Bay to plan check and apply for required permits. User agrees to pay all permit, plan check, or drawing charges as required.
User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
User to provide a RED 20 amp Circuit Disconnecting Means for all required Dedicated Branch Circuits. User shall provide listed locks for the Circuit Disconnecting Means.
User to also provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power. .
If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fees is payable.
HVAC System power/shut off is to be provided by mechanical and/or electrical contractors. Duct detectors shall be provided with a grade level reset switch. Bay will monitor only.
If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
Any painting and/or patching is not included unless expressly stated otherwise.
Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
Bay shall install a fire alarm System based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

If System Inspections are to be Performed:
Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:
Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

If a New Owner Labor Agreement:
Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

If a Takeover / Connect to User Owned Devices:
Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

Network & VoIP:
User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.
VoIP TELEPHONE SERVICE: The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

If a UL Certificate is Issued:
User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:
User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

If an Addendum-Alteration Addition:
User understands and agrees that Bay will leave balance of System as listed per previous agreements.

If Cancels Former Agreement-Alteration Addition:
Contract terms begin upon date System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Service Agreement

The agreement is made by and between HAYWARD COLLEGIATE CHARTER SCHOOL "User" and Bay Alarm Company hereinafter "Bay" and is effective for an initial period of **five years**, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date.

Bay will sell to you and install the system ("System") described on the Scope of work section (s) and/or any additional continuation page (s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

Fire Alarm Shop Drawings will be completed for submittal to the governing Authority Having Jurisdiction (AHJ). Submittal times may be delayed if User cannot provide useable CAD (Computer Aided Design) files or architectural drawings to Bay. This may require Bay to create a set of floor plans in CAD at an additional expense to User. Floor plans are required for the production of fire alarm shop drawings.

Governmental Review: The AHJ may require approval of the System installation. Depending on the processing time for your current AHJ, Bay will not be responsible from delays arising for this portion of the installation process.

Installation: Local and state building and fire codes may prohibit the installation of a fire alarm System until approved by the governing AHJ and a permit for the installation is issued. Once Bay receives the approved permit the installation will begin approximately 8-10 weeks and will be completed within approximately 8-10 weeks.

SCOPE OF WORK:
Services to be provided at the following location:

166 W HARDER RD. HAYWARD, CA 94544

Total Installation Charge: $ 54,580.00 (plus applicable sales tax)

Total Monthly Service Charge Due Quarterly in Advance: $ 315.00

User Acceptance:
In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

PAUL TIERNAN JR — 531839

Sales Representative — **Agent #**

User:

_____

User's Signature

_____

User's Printed Name and Title

_____ — _____

Approved — **Date**

_____

Date Signed

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Terms & Conditions

1. LIMITED WARRANTY: (a) WHAT IS COVERED: For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) HOW TO GET SERVICE: Call 1-800-470-1000. (c) WHAT IS NOT COVERED: Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any fire, smoke, waterflow or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) STATE LAW: Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

2. ADDITIONAL COSTS: User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A reconnection fee in addition to all past due amounts, will be required prior to reactivating System.

3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY: For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; or d) The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars ($1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. THIRD PARTY INDEMNIFICATION: When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. SUBROGATION: So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

6. USER DUTIES: You will instruct all other persons who may use the System on its proper use. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. You will notify us in writing of any change in your fire rating bureau or agency. User will give Bay access to all portions the premises necessary to conduct inspections and tests of the System.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken sprinkler system components) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, and RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Not withstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including some-one who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repairs, inspections, tests or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. . To avoid Unwanted Alarms, Bay may, where permitted or required by the Authority Having Jurisdiction, call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System may be sent over a single phone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superseded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

19. BAY'S LICENSES: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.

PLEASE READ ENTIRE AGREEMENT

CORPORATE OFFICE
5130 Commercial Cir. Concord, CA 94520
Sales: 1-800-610-1000 / Service: 1-800-470-1000
A Family Business Since 1946
www.bayalarm.com

HAYWARE COLLEGIATE CHARTER SCHOOL,

I would like to thank you for the opportunity to submit this Commercial Fire Alarm System Purchase and/or Services Agreement for your review and approval. I am proud to say that Bay Alarm Company has grown to become the largest family owned & operated electronic security company in America. We have been protecting businesses like yours for over 70 years, and we currently service more than one-hundred and forty thousand customers.

Although we have grown to become one of the largest alarm companies in America, we still recognize the importance of quick and efficient service. You will immediately recognize the difference between Bay Alarm and the other companies when you experience our commitment to total customer satisfaction. This is accomplished through providing our customers with one point of contact for all of their needs. Bay Alarm's mission is to provide our customers with the highest level of security and fire protection in the industry.

As a leader in our industry, we are proud to be affiliated with the following associations and agencies:

California Alarm Association
The Monitoring Association
California Automatic Fire Alarm Association
Electronic Security Association
NetOne
National Fire Protection Association (NFPA)

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company, please visit us at www.bayalarm.com.

Sincerely,

PAUL TIERNAN JR
ENTERPRISE SALES DIVISION

Bay Alarm Company
Pricing Summary/Scope of Work

User Name: HAYWARD COLLEGIATE CHARTER SCHOOL Site Phone Number: 510-955-7083

Site Address: 166 W HARDER RD, HAYWARD, CA 94544

■ **New System or Takeover** □ **New Owner** □ **Addendum-Alteration Addition** □ **Cancels Former Agreement-Alteration Addition**

Services Provided: □ Full Service ■ Time Plus Material Service □ Monitor Only

Sale and Installation Price and Payment Summary:

Total Installation Price: $ 11,275.00
(Plus Applicable Taxes to be billed separately)

Deposit Due at Signing: $ 5,637.50

Due Upon Completion of Prewire: $

Balance Due Upon Completion: $ 5,637.50

Monthly Service Charge:

$ 75.00 due Quarterly in Advance

Fire Test Frequency:
■ NFPA 72
□ Sprinkler Inspection Service, Bay will inspect ____risers in accordance with C.C.R. Title 19
□ Other:

Fire Test Devices:
□ Panel Only
■ Panel & Fire Devices
□ Other

Communication Type:
□ Single Phone Line
□ Two-Way Radio
■ One-Way Radio
□ Other Means Permitted by NFPA 72

FOR OFFICE USE ONLY

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide service for a life safety System under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance to Bay's address, from the date the System is operational.

BAY ALARM TO MONITOR, TEST, INSPECT AND SERVICE ON A TIME AND MATERIALS RATE BASIS THE FOLLOWING SUB-OWNED EQUIPMENT AS PER THE APPROVED FIRE ALARM SHOP DRAWINGS:
(3) OUTDOOR SPEAKER STROBES
(3) INTERIOR SPEAKER STROBES
(12) FIRELITE SMOKE DETECTORS
(6) FIRELITE HEAT DETECTORS
(3) FIRELITE MANUAL PULL STATIONS

BAY ALARM TO PROVIDE:
-FIRE ALARM SHOP DRAWINGS
FIRE FINAL INSPECTION
NFPA 72 INSPECTIONS
BAYNET PLUS - ONLINE ACCOUNT MANAGEMENT

CUSTOMER TO PROVIDE:

UNDERGROUND CONDUIT LEADING TO CONNECTING TO PORTABLES

User desires no additional protection at this time, I.E. ADDITIONAL SMOKE DETECTORS

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Special Provisions:

Services Provided:

Full Service: Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Time Plus Material Service: At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Monitor Only: Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

Fire System:

Smoke/Heat detectors—for area or spot detection only.

Bay to plan check and apply for required permits. User agrees to pay all permit, plan check, or drawing charges as required.

User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.

User to provide a RED 20 amp Circuit Disconnecting Means for all required Dedicated Branch Circuits. User shall provide listed locks for the Circuit Disconnecting Means.

User to also provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power. .

If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.

If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.

User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.

Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.

Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fees is payable.

HVAC System power/shut off is to be provided by mechanical and/or electrical contractors. Duct detectors shall be provided with a grade level reset switch. Bay will monitor only.

If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.

Any painting and/or patching is not included unless expressly stated otherwise.

Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.

Bay shall install a fire alarm System based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

If System Inspections are to be Performed:

Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:

Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

If a New Owner Labor Agreement:

Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

If a Takeover / Connect to User Owned Devices:

Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

Network & VoIP:

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

VoIP TELEPHONE SERVICE: The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

If a UL Certificate is Issued:

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

If an Addendum-Alteration Addition:

User understands and agrees that Bay will leave balance of System as listed per previous agreements.

If Cancels Former Agreement-Alteration Addition:

Contract terms begin upon date System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Service Agreement

The agreement is made by and between HAYWARD COLLEGIATE CHARTER SCHOOL "User" and Bay Alarm Company hereinafter "Bay" and is effective for an initial period of **five years**, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date.

Bay will sell to you and install the system ("System") described on the Scope of work section (s) and/or any additional continuation page (s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

Fire Alarm Shop Drawings will be completed for submittal to the governing Authority Having Jurisdiction (AHJ). Submittal times may be delayed if User cannot provide useable CAD (Computer Aided Design) files or architectural drawings to Bay. This may require Bay to create a set of floor plans in CAD at an additional expense to User. Floor plans are required for the production of fire alarm shop drawings.

Governmental Review: The AHJ may require approval of the System installation. Depending on the processing time for your current AHJ, Bay will not be responsible from delays arising for this portion of the installation process.

Installation: Local and state building and fire codes may prohibit the installation of a fire alarm System until approved by the governing AHJ and a permit for the installation is issued. Once Bay receives the approved permit the installation will begin approximately 6-8 weeks and will be completed within approximately 8-10 weeks.

SCOPE OF WORK:
Services to be provided at the following location:

166 W HARDER RD, HAYWARD, CA 94544

Total Installation Charge: $ 11,275.00 (plus applicable sales tax)

Total Monthly Service Charge Due Quarterly in Advance: $ 75.00

User Acceptance:
In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

PAUL TIERNAN JR — 531839

Sales Representative — **Agent #**

User:

_____

User's Signature

_____

User's Printed Name and Title

_____ — _____

Approved — **Date**

_____

Date Signed

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Terms & Conditions

1. LIMITED WARRANTY: (a) WHAT IS COVERED: For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) HOW TO GET SERVICE: Call 1-800-470-1000. (c) WHAT IS NOT COVERED: Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any fire, smoke, waterflow or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) STATE LAW: Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

2. ADDITIONAL COSTS: User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A reconnection fee in addition to all past due amounts, will be required prior to reactivating System.

3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY: For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; or d) The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars ($1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. THIRD PARTY INDEMNIFICATION: When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. SUBROGATION: So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

6. USER DUTIES: You will instruct all other persons who may use the System on its proper use. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. You will notify us in writing of any change in your fire rating bureau or agency. User will give Bay access to all portions the premises necessary to conduct inspections and tests of the System.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken sprinkler system components) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, and RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Not withstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including some-one who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repairs, inspections, tests or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. . To avoid Unwanted Alarms, Bay may, where permitted or required by the Authority Having Jurisdiction, call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System may be sent over a single phone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superseded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

19. BAY'S LICENSES: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.

PLEASE READ ENTIRE AGREEMENT

Alarm Agreement Amendment

Alarm Operator's ACO License #28 California Contractor's License #880138
Arizona License #ROC 326152 CR-67 #ROC 326153 CR-16 Arizona Alarm Business Certificate #20243
WA Energy Electrical Contractor License BAYALAC876KF
WA Construction Contractor License BAYALAC878KH WA UBI Number 603273521

Bay Alarm Company
1-800-610-1000
www.bayalarm.com

This Amendment is made as of the date set forth below by and between Bay Alarm Company, a California Corporation (herein "Bay") and the customer identified below ("User"). This Amendment modifies the terms of the CA: Commercial Alarm Installation and Services Agreement - Bay Retained SA840

Dated [ORIGINAL AGREEMENT DATE] 10/09/2020.(the "Agreement").

Account #: 21790520

User Name: HAYWARD CHARTER SCHOOL

Address: 166 W HARDER RD City: HAYWARD Zip: 94544

Email Address: DAVID.LEBARRE@NAVIGATORSCHOOLS.ORG

Bay agrees to provide the changes indicated herein for the system(s) described in the Agreement:

Service Activation/Installation Fee and Payments

Total Activation and/or Installation Charge Fee: $ 2,750.00
(Plus applicable sales taxes, to be billed separately)

Deposit Due at Signing: $ 1,375.00

Due upon Completion: $ 1,375.00

Additional Monthly Service Fee: $ 38.60
(Additional is in addition to what you are currently paying)

Type of Service:

- ☐ Add CS Supervised (MS-CSSUP)
- ☐ Add TC2 (MS-TC2BURG)
- ☐ Add Keypad Supervised (MS-SUPBASE)
- ☑ Add DMP APP (MS-DMPAPP)
- ☐ Add Duress (MS-DURESS)
- ☐ Add Catchview (MS-CATCHVIEW)
- ☐ Add Allview (MS-ALLVIEW)
- ☐ Add SIS – Quarterly Sprinkler Inspections (MS-SIS4)

Other: _____

Scope of Work:

BAY ALARM TO INSTALL:

(1) HIGH POWERED WIRELESS RECIEVER - NEAR PANEL
(1) WIRELESS REPEATER - NEW OFFICE AREA
(6) WIRELESS DOOR CONTACTS - (2) NEW OFFICE ENTRY, (2) BACK ENTRY, (1) STUDENT ROOM, (1) DOOR TO YARD
(2) WIRELESS MOTION DETECTORS - (1) OFFICE AREA, (1) BACK ENTRY AREA

This Amendment will not be binding upon Bay until either (I) signed by a Manager of Bay or (II) Bay provides the equipment or service described above.

*******ONLY COMPLETE THIS SECTION IF ADDING ALLVIEW OR CATCHVIEW SERVICE*******

If adding BayGuard CATCH VIEW: User will receive an email with a video clip only in the event that an actual human intruder is observed by Bay via User's system(s). This service includes up to two (2) email addresses to which Bay will email the video clips. Bay will only transmit the video clips via email if Bay observes an actual person.

Email Address #1:_____

Email Address #2:_____

If adding BayGuard ALL VIEW: User will receive an email video clip of all alarm activations from User's system(s) that trigger a video clip. This service includes up to four (4) email addresses to which Bay will email the video clips to.

Email Address #1:_____

Email Address #2: _____

Email Address #3: _____

Email Address #4: _____

If Duress Bay to program for Duress. User understands some jurisdictions will not accept or respond to a request notification.

If Adding SIS Inspections: Bay agrees to provide the changes indicated herein for the fire system(s) described on the previous agreements of Bay Alarm Company, for User:

- **Bay Alarm will inspect _____ risers per quarter.**
- Bay Alarm to provide quarterly sprinkler system inspections.
- Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4.
- Bay is not providing or will not provide design analysis of the premise sprinkler system through the Sprinkler Inspection Service inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer.

If a Cancels Former:

☐ If box is checked, this Amendment affects the termination date of the Agreement. The revised term of the Agreement shall expire [ ] months after the installation of equipment and/or commencement of services covered by this Amendment.

All of the terms, covenants and conditions of the Agreement by and between Bay and User shall remain in full force and effect, except as expressly modified by this Amendment. User acknowledges and agrees that this Amendment and the equipment provided and/or services performed hereunder are subject to and provided pursuant to the terms and conditions of the Agreement, and particularly those sections which set forth Bay's maximum liability and right to indemnification in the event of any loss or damage to User or anyone else.

BAY ALARM COMPANY: **USER:** Date:_____

Paul Tiernan Jr
_____ _____

Bay Representative: Authorized User Print Name:

_____ _____

Bay Alarm Manager's Signature: Authorized User's Signature:

This Amendment will not be binding upon Bay until either (I) signed by a Manager of Bay or (II) Bay provides the equipment or service described above.

Alarm Agreement Amendment

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Address: 166 W HARDER RD City: HAYWARD Zip: 94544

Email Address: DAVID.LEBARRE@NAVIGATORSCHOOLS.ORG

Bay agrees to provide the changes indicated herein for the system(s) described in the Agreement:

Service Activation/Installation Fee and Payments

Total Activation and/or Installation Charge Fee: $ 2,850.00
(Plus applicable sales taxes, to be billed separately)

Deposit Due at Signing: $ 1,425.00

Due upon Completion: $ 1,425.00

Additional Monthly Service Fee: $ 25.00
(Additional is in addition to what you are currently paying)

Type of Service:

- ☐ Add CS Supervised (MS-CSSUP)
- ☐ Add TC2 (MS-TC2BURG)
- ☐ Add Keypad Supervised (MS-SUPBASE)
- ☑ Add DMP APP (MS-DMPAPP)
- ☐ Add Duress (MS-DURESS)
- ☐ Add Catchview (MS-CATCHVIEW)
- ☐ Add Allview (MS-ALLVIEW)
- ☐ Add SIS – Quarterly Sprinkler Inspections (MS-SIS4)

Other: _____

Scope of Work:

BAY ALARM TO INSTALL:

(1) 8 CHANNEL ZONE EXPANDER - (1) PORTABLE 1
(3) DOOR CONTACTS - (1) PORTABLE 1, (1) PORTABLE 2, (1) PORTABLE 3
(3) MOTION DETECTORS - (1) PORTABLE 1, (1) PORTABLE 2, (1) PORTABLE 3

This Amendment will not be binding upon Bay until either (I) signed by a Manager of Bay or (II) Bay provides the equipment or service described above.

*******ONLY COMPLETE THIS SECTION IF ADDING ALLVIEW OR CATCHVIEW SERVICE*******

If adding BayGuard CATCH VIEW: User will receive an email with a video clip only in the event that an actual human intruder is observed by Bay via User's system(s). This service includes up to two (2) email addresses to which Bay will email the video clips. Bay will only transmit the video clips via email if Bay observes an actual person.

Email Address #1:_____

Email Address #2:_____

If adding BayGuard ALL VIEW: User will receive an email video clip of all alarm activations from User's system(s) that trigger a video clip. This service includes up to four (4) email addresses to which Bay will email the video clips to.

Email Address #1:_____

Email Address #2: _____

Email Address #3: _____

Email Address #4: _____

If Duress Bay to program for Duress. User understands some jurisdictions will not accept or respond to a request notification.

If Adding SIS Inspections: Bay agrees to provide the changes indicated herein for the fire system(s) described on the previous agreements of Bay Alarm Company, for User:

- **Bay Alarm will inspect _____ risers per quarter.**
- Bay Alarm to provide quarterly sprinkler system inspections.
- Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4.
- Bay is not providing or will not provide design analysis of the premise sprinkler system through the Sprinkler Inspection Service inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer.

If a Cancels Former:

☐ If box is checked, this Amendment affects the termination date of the Agreement. The revised term of the Agreement shall expire [ ] months after the installation of equipment and/or commencement of services covered by this Amendment.

All of the terms, covenants and conditions of the Agreement by and between Bay and User shall remain in full force and effect, except as expressly modified by this Amendment. User acknowledges and agrees that this Amendment and the equipment provided and/or services performed hereunder are subject to and provided pursuant to the terms and conditions of the Agreement, and particularly those sections which set forth Bay's maximum liability and right to indemnification in the event of any loss or damage to User or anyone else.

BAY ALARM COMPANY: **USER:** Date:_____

Paul Tiernan Jr
_____ _____

Bay Representative: Authorized User Print Name:

_____ _____

Bay Alarm Manager's Signature: Authorized User's Signature:

This Amendment will not be binding upon Bay until either (I) signed by a Manager of Bay or (II) Bay provides the equipment or service described above.