

Service Agreement - Lincoln Alternative Education Center - RISA™

School Climate Support - 2019

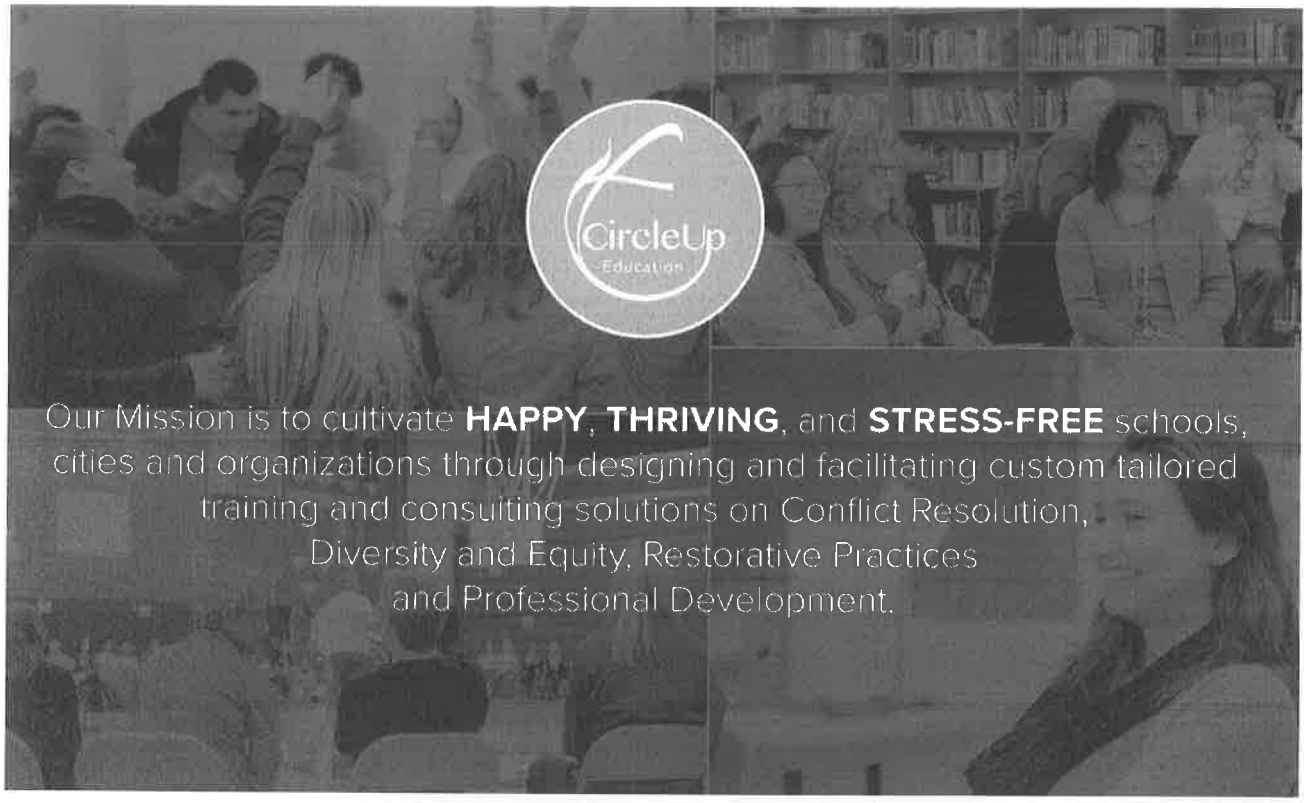
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Who We Are

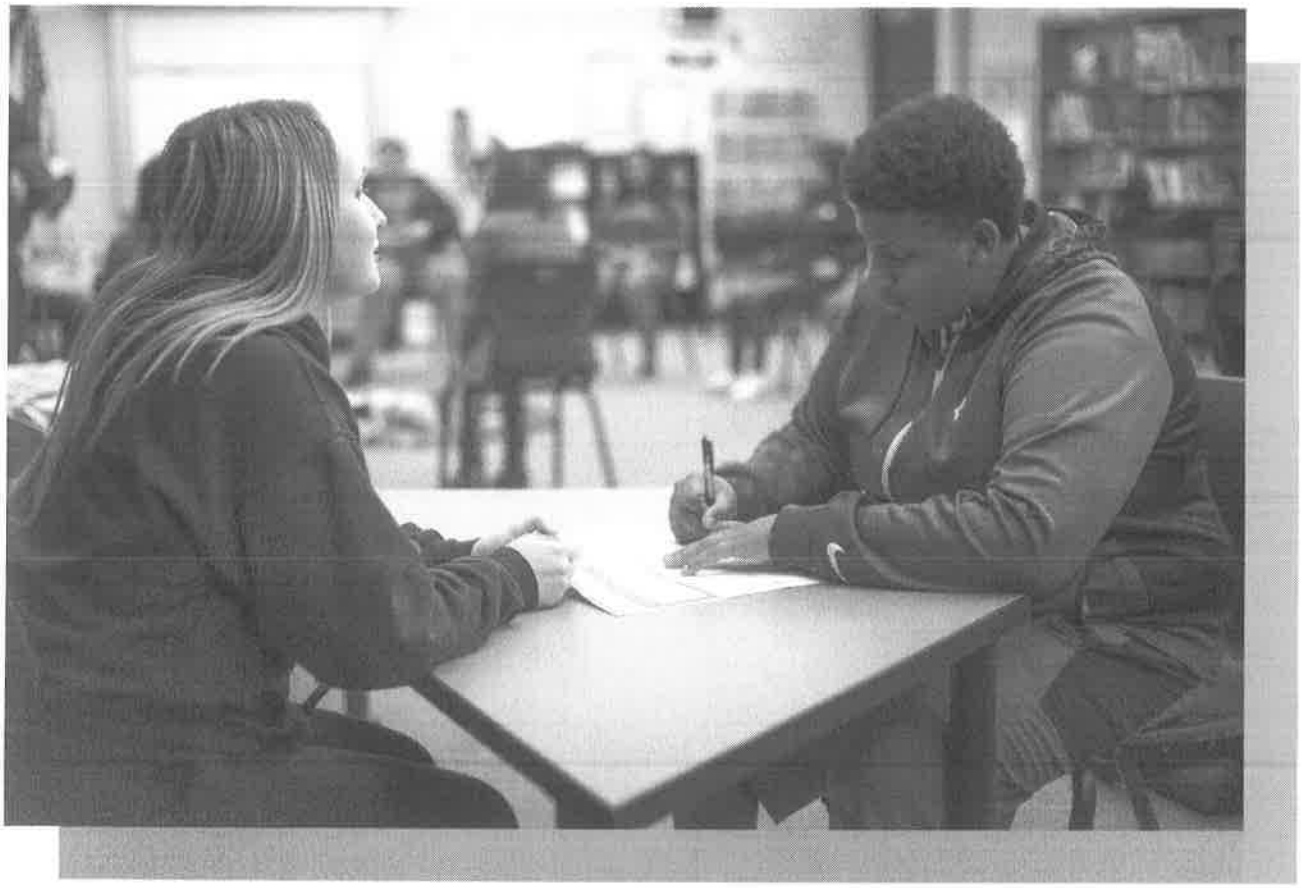


We're Trusted & Proven To Make A Difference



RISA™

Restorative Implementation Strategies & Approaches

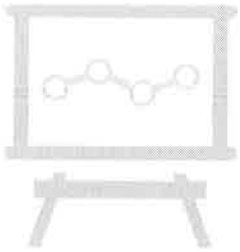


What is RISA?

RISA, an acronym that stands for **Restorative Implementation Strategies and Approaches,** it is designed to build, repair, and enhance school climate systems and practices. RISA's mission is to cultivate happy, thriving, and stress-free schools using *Restorative* strategies and approaches for staff and students that clearly reflect climate needs, are simple to use, and produce real results.

How RISA Works

RISA uses collaborative partnerships between stakeholders within the school community to create tailored roadmaps with training, coaching, consulting and infrastructure milestones. The result is a clear pathway toward a happy, thriving and equitable school community that is grounded in school data.





How RISA is Implemented

RISA is implemented using customized all-staff trainings, small group trainings, and one-on-one consulting and skill development to address challenges in your school by developing simple and powerful practices that can be easily woven into the daily and monthly routines at your school.

Phase 1 Discover	Phase 2 Cultivate	Phase 3 Practice
An Assessment of Inclusion, Equity and Justice in regards to staff and student relationships.	Building a foundation of communication, trust, partnership, integrity and most importantly, direction.	Sustainably integrating practices, habits, approaches and systems into the school life.

Our School Communities Need Climate Support

For years, parents, teachers, administrators, and district officials have been searching for answers to some of their most pressing and challenging concerns about school climate and

education. Today, many are still searching for answers. How do we lower suspension rates for our black and brown students? How do we address conflict in a way that stops behaviors from occurring again? How do we create a school environment where racial, cultural, religious and personal identities are not discriminated against? How do we support teachers with effective classroom management skills? How can we end racism, misogyny and homophobia in our schools? We have watched administrators pour their heart and soul into trying to solve these problems. We have watched eager teachers push themselves far beyond their known limits in search of answers. We sat in on meetings with seasoned district administrators as they strategized and vowed to get to the root of their climate woes. We watched, we listened and we learned, and from this, we created RISA™, Restorative Implementation Strategies and Approaches.

The Vision of RISA™

The vision of RISA™ is to create a school community that is free from stress, conflict, discrimination and exclusion, and inequities for all students and staff. At RISA™'s Core, we are identifying the root causes of conflict, harm, and school climate concerns and finding real solutions that are sustainable, easy to use, and highly focused. RISA™ is about approaching school climate and discipline by focusing on staff privilege and power in creating and maintaining school climate and discipline systems and equipping them with the necessary personal and professional tools to build a new future for their school and for their community.

How RISA™ Benefits Schools

RISA™ includes trainings, one-on-one coaching, school infrastructure development, customization and enhancements for climate initiatives, and useful tools for success. Take a moment to hear from our very satisfied clients about the impact that RISA™'s comprehensive services have had on their school:

Staff Cohesion and Trauma Support

"Our staff did not understand the importance of creating values until a crisis occured. We had a structure already in place that allowed us to process the impact of the crisis as a staff and brainstorm how we could best support our students. Tyrone reminded us that we needed to take care of ourselves in order to best care for our students." - High School Principal

Suspension and Disproportionate Discipline Declines

"As an administrator, I wanted to know exactly how we were going to drop our disproportionate discipline rates and was a bit uneasy when I did not get the magic pill I was asking for. CircleUp told me that we need to educate our staff about discrimination and prejudices and give teachers tools to make their classrooms more inclusive. How was this supposed to impact suspensions?! Well it did! By focusing in on the relationships between staff and students we saw a significant drop in suspensions, over 40% in the first year! It took some work building buy in but staff and students seem happier here, which makes me feel like my job is getting done!" - Middle School Principal

More Positive School And Classroom Climate

"The staff hate filling out climate surveys, but I encouraged them to do this so that we could measure the experience that they were having at my school. When we surveyed the staff after just 4 months there was a 15% increase in staff trust and 10% increase in students feeling respected by their teacher. All of our teachers are doing circles in their classrooms and I love being able to see real numbers that show our progress." - Elementary School Principal

Customized Approaches For Every School

"At first I just wanted CircleUp to hand me a prepackaged deal for my school, but they told me that this is not how they do business. When I visited their office, they showed me their behind the scenes magic. They created a module system so that could customize the implementation for all 9 of our schools. They were constantly making changes to their strategy as our needs changed and as the schools progressed. It has been a pleasure working with them!" - Director of Secondary Education

Sustainable From The Beginning

"CircleUp made sure that they were teaching us how to fish instead of just giving us handouts, and we resisted at first. I heard about Restorative Justice from a colleague in another school district and I assumed that CircleUp would come in and do all the work for us. Now I see how much more my staff owns this work and how this work is now a part of who we are as a school. Our teachers are now teaching new teachers how to use the skills that CircleUp gave us. This is beyond what I expected." - High School Vice Principal

What Schools Get From RISA™

RISA™ includes a combination of comprehensive services that help us achieve our goals for each school

- Train-The-Trainer Capacity Building
- Training Facilitation
- Infrastructure Building
- Discipline Matrix to categorize incidences and provide restorative alternatives to conflict resolution
- Milestone Road Map
- Tools For Success
- Expert Coaching For Administrators and Teachers

How We Measure Success

Qualitative & Quantitative Analysis

We use qualitative and quantitative analysis using staff and student climate surveys. We measure the change in the experience that staff and students are having over time. We target specific data points and create strategies that are designed to impact that data point. For example, if students say that they are experiencing discrimination from other students based on their race, we work with schools to develop laser focused strategies to address this data point and then measure our success. We compile this data into reports and share it with district and school staff.

Training & Practices Surveys

We evaluate every training session that we facilitate to ensure that we are consistently delivering high quality of excellence and to ensure that the content is meeting the needs of the staff. We also evaluate the experience of those participating in Restorative Justice Practices to measure the effectiveness that these practices are having in repairing relationships and restoring the school community. We compile this data into reports and share it with district and school staff.

Discipline Data Analysis

We monitor school discipline data to capture changes that are correlated to the RISA™services we put into place and extrapolate the reasons for the increases or declines that are present. We also work with administrators to monitor disproportionate discipline rates and the strategies that we put into place to decrease them.

Student Focus Groups

Our Restorative Implementers will hold student focus groups once a year to provide them an opportunity to share with us information about school climate, discipline, discrimination and relationships between student and their teachers. We will use this data to enhance the services that we provide for each school.

Our Approach

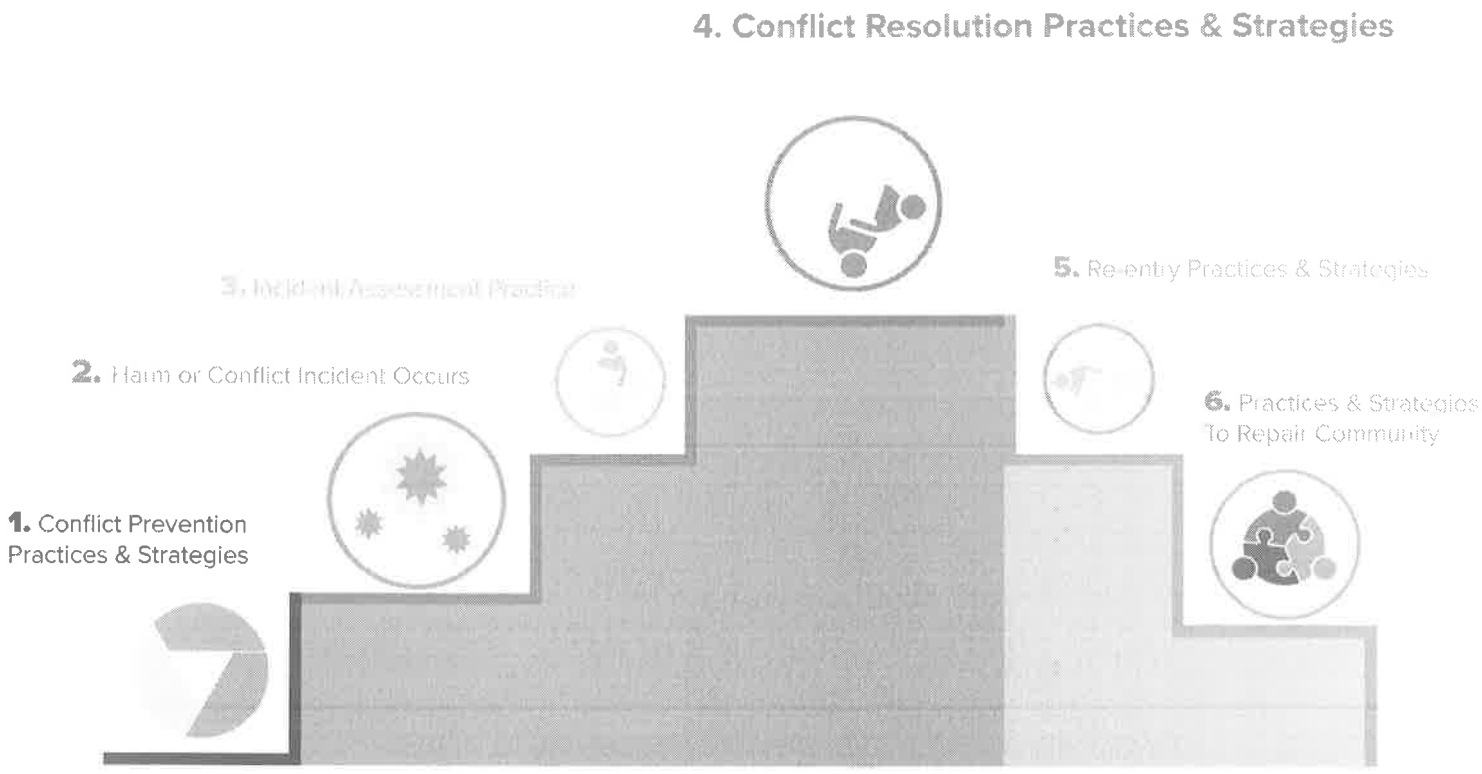


RISA™

Restorative Implementation Framework

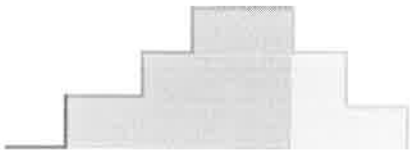
The RISA™ Restorative Implementation Framework outlines specific Implementation Areas of the conflict resolution process that are created, modified, and enhanced during implementation. There are three main parts of the process that include Preventative Practices and School Values, Responsive Conflict Resolution Practices, and Repairing The Community After Resolutions. All of these parts are supported by school infrastructure, policies, and procedures that are represented by the Infrastructure Framework. Learn more about the Restorative Implementation Framework below.

RISA™ Implementation Framework Image



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A. Restorative Infrastructure & Systems

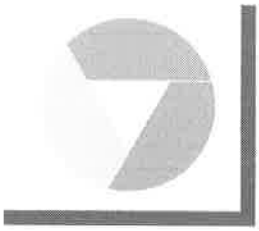


How do we address conflict in our school and what is the system that we use to create and maintain a happy and thriving climate for staff, students and parents?

Building infrastructure to support Restorative Practices and strategies is key to successfully implement RISA. This is done by developing shared values, clear and equitable policies, and effective instructions that outline the work. The infrastructure framework reminds us that practices cannot simply exist in a void within our school; They need to be a part of a holistic system that takes a 360 degree approach to addressing disproportionate discipline and conflict issues. This part also includes deep assessments of school climate, which are used to identify the appropriate practices and strategies for your school and create a more accurate implementation timeline

B. Preventative Practices & School Values

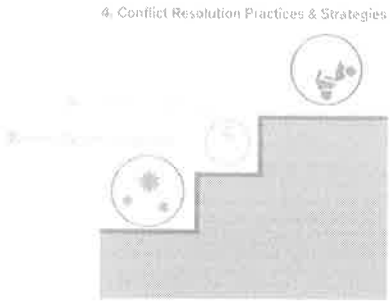
1. Conflict Prevention Practices & Strategies



What practices and strategies does our school have to prevent conflict from occurring?

Conflict prevention is one of the main targets of RISA. This step focuses on building or enhancing existing strategies with the intention of preventing conflicts from occurring. This is done by addressing root causes of conflict and harm such as cultural misunderstandings, implicit bias and microaggressions, a lack of cultural inclusion, low levels of staff and student empathy, a deficit of trauma support for staff and students, a lack of communication and listening skills and varying definitions of core community values. A combination of practices, habits, trainings, and infrastructure are put into place to specifically address the root causes that arise in the school.

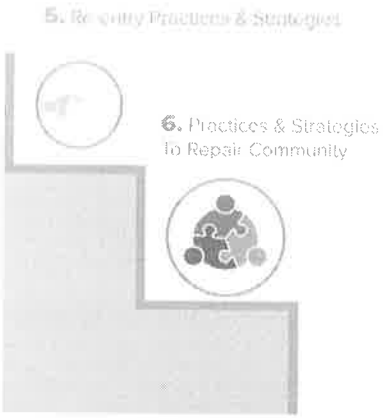
C. Responsive Conflict Resolution Practices



When conflict does occur, how does our school respond with the intention of solving the conflict and addressing the root causes?

Conflict resolution practices are a reflection of both the values that school staff hold on conflict resolution, redemption, punishment and justice and the desired outcomes that staff hope to produce as a result of the incident. RISA will take a close look at existing practices to assess if they are effective, equitable and actually solving the root of the conflict. Part of this process is making sure that the needs of the people who are harmed and those who cause harm are understood and addressed. The process of conflict resolution is communicated using simple tools that make it easy for staff, students and parents to understand.

D. Repairing The Community After Resolutions



How do we reintegrate students back into our school when they are removed? What strategies are we using to address the rippling effect that conflict and harm has on our staff, students and parents?

Conflicts and incidents of harm can erode the trust, safety, collaboration, and the overall positive community culture that schools work so hard to build. This is why it is important to address the rippling impact that conflicts have on classroom, staff and school culture. These steps include strategies and practices that mend the fractures that form during and after incidents. These practices include reassessing values and

creating new agreements around safety, building trust, setting healthy boundaries, processing vicarious trauma, developing deeper empathy and discussing the impact of the incident and the needs that have arisen with peers.

Needs Assessment

As a continuation high school serving students with diverse needs from diverse populations, Lincoln High School would like to create a supportive learning environment in which all students feel valued, welcomed, and appreciated. Lincoln would like to introduce new practices on campus that help create a culture of community and relationships - starting first with the adults, and then the students. Lincoln High School would like to accomplish the following within the first year:

- Introduce staff to Restorative Relationship Building practices that help develop staff cohesion and connectedness
- Allow staff to experience the benefits of Restorative Practices in order to understand the impact it can have on students' social emotional learning and attitudes towards school
- Provide staff with tools and practices hat they can use in the classroom to start building community in simple yet effective ways with students

Service Agreement

This Service Agreement ("Agreement") is made effective as of
, by and between

San Leandro Unified School District with offices located at
835 E. 14th Street, Suite 200, San Leandro, CA 94577 ("Customer") and CircleUp Education ("Contractor") with offices located at 22080 Cameron Street, Castro Valley, CA 94546.

This Agreement is Effective as of _ (the "Effective Date").

1. DESCRIPTION OF SERVICES.

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

Contractor shall use its reasonable endeavours to achieve any estimates regarding any timescales or any results projected in connection with the Service. Any such estimates are targets only and are dependent upon the accuracy and completeness of the information supplied to Contractor by the Customer and third parties, the degree of assistance given by the Customer and the manner in which any results of the Service are used. Accordingly, the Customer acknowledges and agrees that: (a) the Service may not be completed within the expected timescales or achieve the projected results; (b) Contractor's obligations relating to the Services are conditioned and dependent upon Customer's timely fulfillment of its responsibilities as set forth in this Agreement; and (c) Customer's failure to timely fulfill its responsibilities may result in additional fees and that any resulting delay in the Services or timelines shall not be attributable to Contractor. Any changes will be set forth in a Change Order in accordance with the procedure outlined in Section 2 below.

Customer acknowledges and agrees that the success of the Services and the provision of Services and deliverables are fully dependent upon Customer's timely participation and cooperation. The following assumptions are based on information provided by Customer to Contractor relating to the Services scope and Customer's current business processes as of the Effective Date of this Agreement. These assumptions have been used to compute the estimated level of effort and cost. Deviations from these assumptions are expected to lead to commensurate changes in the timeline and fees, such changes to be set forth in a Change Order in accordance with the procedure outlined in Section 2 below.

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

2. CUSTOMER'S RESPONSIBILITIES.

- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this engagement and implementing all business process changes required to support the engagement.
- Customer will provide appropriate work areas, including Internet access, for Contractor consultants when they are onsite.
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources.
- Customer will facilitate scheduling and organization of workshops.

- Customer will actively participate in all workshops with process leaders, key stakeholders, engagement leadership, technical experts to define and agree on a standard process design for the Services.
- Customer will clearly describe required scope of services.
- Customer shall at all times, on reasonable request by Contractor, provide Customer information to the extent required by Contractor to perform the Services; and shall respond to other reasonable requests and decisions required of the Customer for the effective performance of the Services.

3. CHANGE REQUEST PROCESS/CHANGE ORDERS.

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

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

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

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

(i) any alteration or addition to the Service;

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

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

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

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

4. SCHEDULING POLICY.

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

5. PAYMENT.

Payment shall be made to Contractor for the total amount set forth in Attachment A, attached hereto.

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

Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts owed hereunder, Contractor may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within fifteen (15) days from the date of

Contractor's written notice. If Customer fails to cure the delinquency Contractor may suspend the Services or terminate this Agreement for cause in accordance with Section 9 (Term and Termination), in addition to other rights and remedies available.

All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("*VAT*"), goods and services taxes ("*GST*"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "*Taxes*"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Services. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a certificate upon execution of this Agreement and, after receipt of valid evidence of exemption, Contractor shall not charge Customer any Taxes from which it is exempt. If Contractor is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Services, Contractor will issue an invoice to Customer including the amount of those Taxes, itemized where required by law.

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

6. TERM AND TERMINATION.

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

7. EFFECT OF TERMINATION. Upon termination of this Agreement for any reason: (i) Contractor will immediately cease performing Services under this Agreement; and (ii) all

obligations of the parties shall terminate except that Sections 2, 5, 6, 7, 8, 9 , 10.2, 11-22 will survive. Termination of this Agreement by a party will not act as a waiver of any breach of this Agreement and will not act as a release of liability under this Agreement.

8. INTELLECTUAL PROPERTY.

8.1 Contractor Intellectual Property. As between Contractor and Customer, all rights, title, and interest in and to all intellectual property rights in Contractor IPR is owned exclusively by Contractor notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, Contractor reserves all rights in Contractor IPR and does not grant Customer any rights, express or implied or by estoppel.

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

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

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

9. CONFIDENTIALITY.

9.1 Confidentiality Obligations. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 9 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same.

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

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

10. WARRANTY.

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

perform the Services in conformance with these warranty requirements or shall terminate the affected Services and refund to Customer any amounts paid for the non-conforming Services.

10.2 THIS SECTION SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND CONTRACTOR'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES AND ANY ACCOMPANYING DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

11. LIMITATIONS OF LIABILITY.

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

11.2 Exclusion of Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER CONTRACTOR NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL,

CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AND (3) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 9.

12. FORCE MAJEURE.

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

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

14. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority

to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

15. ENTIRE AGREEMENT.

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

16. SEVERABILITY.

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

17. AMENDMENT.

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

18. GOVERNING LAW.

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

and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

19. NOTICE.

Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with confirmation of receipt. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing

20. WAIVER OF CONTRACTUAL RIGHT.

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

21. ASSIGNMENT.

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

22. CONSTRUCTION AND INTERPRETATION.

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

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

San Leandro Unified School District	CircleUp Education

Individual Signing:

Joanne Clark

Joanne Clark

Director of Prevention and Inter

12/17/2018

Attachment A