

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SOUTH BAY EDUCATORS UNITED**

**&**

**ACROSS THE BRIDGE FOUNDATION - DOWNTOWN COLLEGE PREP**

**CONCERNING EFFECTS OF SCHOOL CLOSURES**

As a result of a decision on January 21, 2025 by the Board of Directors (“Board”) of Across the Bridge Foundation – Downtown College Prep (“DCP”) to close each of its three (3) operating charter schools (DCP El Primero High School, DCP El Camino Middle School and DCP Alum Rock Middle School) effective June 30, 2025, this Memorandum of Understanding (“MOU”) is entered into between DCP and South Bay Educators United (“SBEU”) as follows:

**1. Paid Release Time for Job Search:**

Each displaced unit member shall be entitled to up to ten (10) paid hours of release time to attend job interviews, campus visits, or job fairs. Such time shall be approved in advance by the Principal or designee. Unit members shall be able to utilize on an hour-by-hour basis.

**2. Résumé Preparation Workshops:**

DCP shall provide two (2) résumé preparation workshops facilitated by external experts, by mutual agreement with SBEU, for unit members to attend during designated professional development time.

**3. DTO and HR Office Hours:**

- a) Accrued unused DTO will be paid out in the last DCP paycheck in June.
- b) The HR department shall hold office hours one hour per week outside of the school day for members to meet one-on-one for questions related to their final paychecks and extended health care coverage.

**4. Requirements for Severance Payment:**

Unit members who work through the end of the 2024-2025 school year and who sign the attached “General Release of All Claims and Settlement Agreement” (“Severance Agreement”) within the Window Period for signing (see below), shall receive a severance payment equivalent to ten (10) workdays of salary, and for those unit members currently receiving health benefits through DCP, an additional severance payment equivalent to two (2) months of regular employer and employee contributions to the unit member’s current DCP health benefit plans. A copy of the Severance Agreement is attached hereto as Appendix A.

The Severance Agreement must be signed by the eligible unit member on or after June 6, 2025, but not later than June 9, 2025 (“Window Period”). Severance payments will be paid on June 13, 2025 to all unit members who sign the Severance Agreement during the Window Period. DCP shall ensure that a designated employee is available to answer questions or concerns about final paychecks through June 30, 2025.

**Signatures:**

Across the Bridge Foundation –  
Downtown College Prep Representative

South Bay Educators United Representative

Signed by:



D1AF6A8E89191E

Printed Name: Dr. Valerie Royaltey-Quandt

Title: Interim Executive Director

Date: 4/24/2025

DocuSigned by:



ED6C38FE54981108

Printed Name: Salvador Williams

Title: SBEU President

Date: 4/25/2025

**APPENDIX A****GENERAL RELEASE OF ALL CLAIMS  
AND SETTLEMENT AGREEMENT**

This General Release of All Claims and Settlement Agreement (“Agreement”) is made as a compromise between the Across the Bridge Foundation – Downtown College Prep (“DCP”) and the undersigned employee (“EMPLOYEE”) (collectively referred to as the “Parties”) for the purpose of a complete, final and binding settlement of all claims and potential claims, if any, with respect to the employment relationship between them.

In consideration of the obligations identified below assumed by each of the parties, it is hereby agreed by and between the parties that all disputes, controversies, and potential disputes or causes of action or claims arising out of, or in any way connected with, EMPLOYEE’s employment relationship with DCP, whether known or unknown, suspected or unsuspected, which EMPLOYEE has or may have against DCP, including but not limited to its parent corporation, subsidiaries, shareholders, officers, trustees, employees, past and present, successors, predecessors, assigns, and agents are settled on the following material terms:

1. **Consideration:** The following consideration and covenants made herein are consideration for this Agreement:
  - a. **Severance:** Following exhaustion of all legally required waiting periods herein, DCP shall provide EMPLOYEE with (1) a gross severance payment equivalent to ten (10) workdays of salary and (2) for those unit members currently receiving health benefits through DCP, in order to provide support for extended health care coverage, each such unit member shall receive an additional severance payment equivalent to two (2) months of regular employer and employee contributions to the unit member’s current DCP health benefit plans, as full settlement and compromise of EMPLOYEE’S claims (the “Settlement Sum”), which shall be paid in the manner described in subsections i. through ii., below:
    - i. The Settlement Sum represents the settlement of disputed claims and is being provided by DCP as consideration for EMPLOYEE entering into this Agreement, including the release of claims and waiver of rights provided for below. EMPLOYEE shall be solely responsible for any reporting and payment of any state, local and/or federal income tax, if any, on any of the amounts paid to EMPLOYEE. Should it be determined by an authorized authority that the Settlement Sum, or any portion thereof, should be treated as taxable income, EMPLOYEE agrees to assume all liability for taxes and any costs, fees, interest, assessments, penalties, damages, or other losses due to such a determination. DCP makes no representations as to the taxability of the Settlement Sum or any portion thereof. DCP shall be solely responsible for its DCP-related reporting to the Internal Revenue Service and/or California’s Franchise Tax Board for its payment(s) made to EMPLOYEE under this Agreement.
    - ii. EMPLOYEE further agrees to indemnify and hold harmless DCP from any claims, demands, liens, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity or any other third party against DCP for any amounts claimed due on account of this Agreement or payment of the Settlement Sum to EMPLOYEE. DCP makes no representations as to the taxability of the Settlement Sum or any portion thereof.
  - b. **Property:** EMPLOYEE shall return to DCP all of DCP’s property in their possession no later than the last date of employment.

- c. **Owed Wages:** EMPLOYEE acknowledges that they have received all wages due and owing from RESPONDENT, defined as all earned salary for the workyear and all accrued/unused DTO.
2. **Release of All Claims:** In exchange for the Settlement Sum, EMPLOYEE does hereby unconditionally, irrevocably, absolutely and forever release and discharge DCP, together with all predecessors, successor and or affiliates and each of their respective directors, officers, former and/or current employees, trustees, guarantors, agents, advisors, consultants, attorneys, owners, insurers, affiliates, successors or assigns, or any person acting by, through, under or in concert with them, from any and all liability, claims, demands, causes of action, judgments, liens, indebtedness, damages, claims (administrative or otherwise), suits of any type, liabilities, and demands, and causes of action of whatever kind or damages and expenses (including, but not limited to, attorneys' fees) of any nature whatsoever, whether in law and/or in equity, known or unknown, suspected or unsuspected, arising from, related directly or indirectly or in any way connected with any transaction, affair, occurrence or circumstance between the EMPLOYEE and DCP to date, including, but not limited to, EMPLOYEE's employment with DCP, or the separation or termination of such employment and any and all claims related to salary, bonuses, commissions, vacation pay, fringe benefits, tools, and expense reimbursements under any federal, state or local law; provided, however, that nothing in this Agreement shall waive any rights or claims of EMPLOYEE that arise after EMPLOYEE signs this Agreement, or impair or preclude EMPLOYEE's right to take action to enforce the terms of this Agreement.

This total and complete release shall include but not be limited to a release of all claims under any legal or equitable theory arising under any state or federal statute or common law regulating or affecting employment in any way, regardless of the nature, source, or applicability to EMPLOYEE or DCP, including (as they may have been amended through the Effective Date) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), the National Labor Relations Act ("NLRA"), the Sarbanes-Oxley Act of 2002, the Americans with Disabilities Act ("ADA"), Sections 503 and 504 of the Rehabilitation Act of 1973, the Employee Retirement Income Security Act ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Equal Pay Act and all similar state laws which prohibit paying men and women unequal pay for equal work, the Family and Medical Leave Act and all similar state laws which relate to leave from employment ("FMLA"), the federal Occupational Safety and Health Act and all similar state laws regarding workplace safety ("OSHA"), the Workers' Adjustment and Retraining Notification Act and all similar state statute or laws regarding layoffs, ("WARN"), the Fair Labor Standards Act and all state, local and municipal laws relating to wages and work hours ("FLSA"), the Fair Credit Reporting Act and all similar state laws regarding background checks ("FCRA"), California Labor Code 432.2 and all other similar state laws regarding salary history, all other California Labor Code provisions and regulations, statutes, the California Industrial Welfare Commission ("IWC") Orders, the California Fair Employment and Housing Act ("FEHA"), the California Family Rights Act ("CFRA"), the California Private Attorneys General Act ("PAGA"), the California Unfair Business Practices Act, all federal or state or local "whistleblower" statutes, and any other federal, state or local statute, code, regulation or ordinance, common law, contract law, or tort claim (including but not limited to fraudulent inducement to enter into this Agreement, wrongful discharge, fraud, misrepresentation, intentional and negligent infliction of emotional distress, harassment, claims for disability, retaliation, discrimination and/or harassment in employment on the basis of any protected grounds, including, but not limited to, any and all rights and claims EMPLOYEE may have arising under Title VII of the Civil Rights Act of 1964; the Americans with Disabilities

Act; the Age Discrimination in Employment Act of 1967; the Equal Pay Act; and any claims that DCP has dealt with EMPLOYEE unfairly or in bad faith), along with all claims for wages, damages, penalties, interest, costs and/or attorneys' fees and the like.

This provision is intended to constitute a general release of all of EMPLOYEE's presently existing claims against DCP, to the maximum extent permitted by law. Notwithstanding any provision of this Agreement to the contrary, this general release does not apply to (i) any claim for workers' compensation, (ii) any claim for unemployment insurance benefits, (iii) any claim under Section 7 of the NLRA, (iv) any claim for health insurance benefits under COBRA, (v) claims regarding a vested benefit under an ERISA plan, if any, and (vi) any other claim or cause of action that, by virtue of law or statute, cannot be waived or released by an agreement voluntarily entered into between parties or without the participation and approval of the applicable state or federal agency. EMPLOYEE represents that he/she knows of no claim that he may have that has not been released by this Section.

Likewise, DCP agrees to release EMPLOYEE from any and all claims arising in connection with EMPLOYEE'S employment with DCP.

3. **No Further Claims:** It is further understood and agreed that neither of the above-mentioned parties, nor any representatives or any related person, shall pursue any further or additional complaints or claims of any kind arising from or related to the subject of the foregoing releases, acquittals, discharges and waivers, whether against the released parties herein or against any other party, whether formal or informal, whether direct or indirect, whether administrative or otherwise, except in response to governmental agency or court inquiries or as compelled by legal process. In the event of any breach of this section, the aggrieved party or parties shall be entitled to recover from the breaching party or parties not only the amount of any judgment which may be awarded against the breaching party or parties, but also such other damages, costs, and expenses as may be incurred by the aggrieved party or parties, or any of them, including attorneys' fees and expenses in defending against or seeking to stop any lawsuit or proceeding brought in violation of this promise not to prosecute.
4. **Full Settlement:** The parties acknowledge that this is a full and final release, and that EMPLOYEE intends and expressly agrees that it shall be effective as a bar to each and every claim, demand, and cause of action EMPLOYEE has against DCP as of the date of this Agreement. EMPLOYEE also expressly waives any and all rights and benefits conferred upon EMPLOYEE now or in the future under the terms of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, must have materially affected his or her settlement with the debtor or released party.”

5. **No Admission of Fault:** This Agreement is in settlement of disputed claims pursuant to Evidence Code Section 1152, and shall not be construed as an admission of fault or liability by either party in relation to any underlying circumstances. This Agreement shall not be admissible in any proceeding as evidence of improper action by any Party. DCP denies that there is any basis for EMPLOYEE's actual or threatened claims. DCP do not admit any wrongdoing, fault, or liability of any kind.

6. **Unknown or Different Facts or Law:** EMPLOYEE acknowledges that he/she may discover facts or law different from, or in addition to, the facts or laws he/she knows or believes to exist with respect to a claim released herein. EMPLOYEE agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.
7. **Opportunity For Review:** EMPLOYEE and DCP each acknowledge that they have carefully read and understand the contents of this Agreement and that this Agreement constitutes the entire agreement and understanding of the parties. The parties further agree that the terms of this Agreement are contractual and that both parties, their heirs, successors, and assigns are bound by it, and that any dispute as to its terms or its interpretation is governed by the laws of the state of California. EMPLOYEE has been advised that they have the right to have this entire Agreement reviewed and/or explained to them by independent legal counsel, at their expense, if they so desire. EMPLOYEE acknowledges that he/she has been provided a reasonable period of no less than five (5) business days to review this agreement with legal counsel.
8. **No Assignments:** EMPLOYEE represents and warrants that there has been no assignment or other transfer of interest in any claim which they may have against DCP, its officers, agents, and employees. EMPLOYEE agrees that if they hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon or relating to any of the claims released hereunder, or in any manner asserts against DCP, its officers, agents and employees, any of the claims released hereunder, then EMPLOYEE shall pay to DCP, in addition to any damages caused to DCP thereby, all attorneys' fees incurred by DCP in defending and otherwise responding to said suit or claim.
9. **Disclaimer:** This Agreement shall not be subject to attack on the grounds that any or all of the legal theories or factual assumptions used for negotiating purposes were for any reason inaccurate or inappropriate.
10. **Attorneys' Fees:** Should any litigation commence between the parties hereto concerning this Agreement or the rights and duties of either party hereto, whether it be an action for damages, equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, as an element of its costs of suit in addition to other relief as may be granted by the arbitrator or Court, reasonable sums as and for attorneys' fees, or such prevailing party may recover such attorneys' fees in a separate action brought for that purpose. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees. No sum of attorneys' fees shall be counted in calculating the amount of judgment for purposes of determining whether a party is entitled to recover its costs or attorneys' fees.
11. **Interpretation of Agreement:** This Agreement shall be construed as a whole in accordance with its fair meaning in accordance with the laws of the State of California. The language of the Agreement shall not be construed for or against any particular party. The venue and forum for any action to enforce this Agreement shall be the Superior Court of the State of California in and for the County of Santa Clara.
12. **Sole Agreement:** This Agreement represents the sole and entire agreement between the parties and supersedes any and all prior agreements, negotiations, and discussions by and between the parties hereto with respect to the subject matter covered hereby.

13. **Waiver:** No provision of this Agreement may be waived unless in writing and signed by all the Parties to this Agreement. Waiver of any one provision shall not constitute waiver of any other provision.
14. **Amendments:** Any amendments to this Agreement must be in writing signed by duly authorized representatives of the parties hereto and stating the intent of the parties to amend this Agreement.
15. **Severability:** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parties, terms, and provisions shall not be affected thereby, and said illegal, invalid or unenforceable part, terms or provisions shall be deemed not to be part of this Agreement.
16. **Counterparts:** This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all parties and constitute an Agreement. Each counterpart shall be deemed an original instrument as against any party who has signed it.
17. **Electronic Signing:** The Parties agree that DocuSign, or other electronic signature technology, may be used to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.
18. **Cooperation:** The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.
19. **Entire Agreement:** This Agreement incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

**ON BEHALF OF DCP**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Valerie Royaltey-Quandt  
Interim Executive Director

## Certificate Of Completion

Envelope Id: 73DB820C-2E21-4B13-970A-7A957088311C

Status: Completed

Subject: Complete with Docusign: MOU re Effects of School Closures and Appendix A 4899-1046-5302 v.8.pdf

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

YMC Employment Support

AutoNav: Enabled

655 University Ave

Envelopeld Stamping: Enabled

Suite 150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Sacramento, CA 95825

ymcemploymentsupport@mycharterlaw.com

IP Address: 10.101.81.137

## Record Tracking

Status: Original

Holder: YMC Employment Support

Location: DocuSign

4/24/2025 3:12:58 PM

ymcemploymentsupport@mycharterlaw.com

## Signer Events

Salvador Williams

swilliams@dcp.org

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

B56D8BFE498F408...

Signature Adoption: Drawn on Device

Using IP Address: 72.205.81.49

## Timestamp

Sent: 4/24/2025 3:16:29 PM

Resent: 4/25/2025 3:04:16 PM

Viewed: 4/25/2025 4:23:40 PM

Signed: 4/25/2025 4:23:49 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/25/2025 4:23:40 PM

ID: e09bc611-46a9-4e76-a27e-493c056d9c56

Valerie Royalty-Quandt

vrquandt@dcp.org

Security Level: Email, Account Authentication  
(None)

Signed by:

D1AF6A8E894944E...

Signature Adoption: Pre-selected Style

Using IP Address: 50.235.70.202

Sent: 4/24/2025 3:16:29 PM

Viewed: 4/24/2025 3:23:12 PM

Signed: 4/24/2025 3:23:27 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/24/2025 3:23:12 PM

ID: c4928c1f-72f5-4660-a0b9-ac6a84ff84ed

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

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4/24/2025 3:16:29 PM



| Envelope Summary Events                    | Status           | Timestamps           |
|--|------------------|----------------------|
| Certified Delivered                        | Security Checked | 4/24/2025 3:23:12 PM |
| Signing Complete                           | Security Checked | 4/24/2025 3:23:27 PM |
| Completed                                  | Security Checked | 4/25/2025 4:23:49 PM |
| Payment Events                             | Status           | Timestamps           |
| Electronic Record and Signature Disclosure |                  |                      |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Paul Minney (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Paul Minney:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [pminney@mycharterlaw.com](mailto:pminney@mycharterlaw.com)

**To advise Paul Minney of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [pminney@mycharterlaw.com](mailto:pminney@mycharterlaw.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Paul Minney**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [pminney@mycharterlaw.com](mailto:pminney@mycharterlaw.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Paul Minney**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [pminney@mycharterlaw.com](mailto:pminney@mycharterlaw.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

|                    |   |
|--------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X   |
| Browsers:          | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:        | Acrobat® or similar software may be required to view and print PDF files  |
| Screen Resolution: | 800 x 600 minimum   |

|                            |                           |
|----------------------------|---------------------------|
| Enabled Security Settings: | Allow per session cookies |
|----------------------------|---------------------------|

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Paul Minney as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Paul Minney during the course of my relationship with you.