



EDUCATIONAL SERVICES  
EDUCATIONAL CONSULTING

RELEVANT · INSPIRATIONAL · OBTAINABLE™

WWW.HAWKINS.EDUCATION

**Rev. Danny Hawkins, PhD, DDiv**  
Academic, Emotional, & Behavioral Support  
Community & School Social Worker  
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Assessments, Testing, & Interventions  
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FEIN: 83-1670852  
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Maryland Dep. #: W19034826  
Missouri Charter #: LC001490336

[www.hawkins.education](http://www.hawkins.education) | English - Português - Español

### Service Agreement

[Copies and Duplicates May Serve As Originals]

#### THE PARTIES:

\_\_\_One Child \_\_\_Two or More Children (Use Additional Children Appendix To Note Other Children's Information)

(1) Child's Name (Tutee/Mentee): \_\_\_\_\_  
of \_\_\_\_\_  
born \_\_\_\_/\_\_\_\_/\_\_\_\_, age \_\_\_\_\_;

(2) Parent(s) or Legal Guardian(s) Name & Relationship: \_\_\_\_\_ (\_\_\_\_)  
) of \_\_\_\_\_;

(3) Danny Michael Hawkins of 4132 E Joppa Rd, Ste 110, Baltimore, Maryland 21236 ("Tutor/Mentor"); and

(4) Luciane Padilha Hawkins of 4132 E Joppa Rd, Ste 110, Baltimore, Maryland 21236 ("Tutor/Mentor"); and

(5) Hawkins Educational Services (Facilitating Organization) of 4132 E Joppa Rd, Ste 110, Baltimore, Maryland 21236.

#### MEETING PLACE:

(A) The Tutor/Mentor and Tutee/Mentee will meet at:

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**MEETING DURATION:**

(A) The Tutor/Mentor and Tutee/Mentee will meet for at \_\_\_\_minutes, \_\_\_time(s) a week for the \_\_\_\_\_ school year.

**MEETING DAYS AND TIMES:**

A) \_\_\_One 60-Minute Session \_\_\_ Two 30-Minute Sessions

B) The Tutor/Mentor and Tutee/Mentee will meet on the following days:

\_\_\_\_ M\_\_T\_\_W\_\_Tr\_\_F\_\_S\_\_Sun at \_\_\_\_\_:\_\_\_\_AM/PM to \_\_\_\_\_:\_\_\_\_ AM/PM.

(Saturdays and Sundays by appointment only and incurs an additional \$20.00/hour).

**RATE:** \$\_\_\_\_\_ per hour (One 60-minute Session or Two 30-minute Sessions)

**ACTIVITIES: (This is an example, and activities may vary. Activities will be individualized and adjusted as needed.)**

(1) \_\_ minutes Healthy Snacks:

- a. Cheez-It, Goldfish, Crackers
- b. Cookies, Graham Crackers
- c. Chips, Nuts, Peanuts, Trail mix
- d. Chocolate products
- e. Fruit and Vegetables
- f. Juice, Milk, Water, Soft Drinks
- g. Other Snacks and Drinks: -----

(2) \_\_\_\_\_ minutes of Academic School Work/Activities/Reading, etc.

(3) \_\_\_\_\_ minutes of Online Educational Games, Board Games, etc.

(4) \_\_\_\_\_ minutes of Journaling

**ALLERGIES/MEDICAL CONDITIONS:**

**DISCLAIMERS and LEGAL DISCLOSURES:**

- (1) The Tutor/Mentor, Tutee/Mentee, and the Tutee/Mentee's Parent(s) or Legal Guardian(s) understand that Hawkins Educational Services is not a clinical setting. The tutor/mentor and Hawkins Educational Services provide tutoring/mentoring

services only, and such tutoring/mentoring communications shall NOT be considered psychological or professional mental health services or health services. Even if the mentor has a license to practice professional mental health services or other health services, the tutoring/mentoring activities within this program will be considered lay or non-professional in nature. \_\_\_\_\_ (initials)

- (2) The Tutor/Mentor is not acting as a doctor, psychologist, licensed practicing counselor, mental healthcare professional or healthcare professional (even if the Tutor/Mentor is qualified to do so). Hawkins Educational Services is not designed to and does not provide medical advice, professional diagnosis, opinion, treatment or services to the Tutee/Mentee or to any other individual. Through this program, Hawkins Educational Services and its publications, websites and linkages to other sites, the Tutee/Mentee may be provided with general information for educational purposes only. The information provided by the Tutor/Mentor, Hawkins Educational Services, and their agents, assigns, associates, affiliates, successors, their publications, websites, or through linkages to other sites is not a substitute for medical or professional care, and the Tutee/Mentee or anyone else should not use the information in place of a visit, call, consultation or the advice of your physician or other healthcare or mental health provider. \_\_\_\_\_ (initials)
- (3) The Tutee/Mentee, and the Parent(s) or Legal Guardian(s) of the Tutee/Mentee, agree to Release and Waive Liability for, and to Indemnify and hold harmless the Tutor/Mentor, Hawkins Educational Services LC, and Hawkins Educational Services, LLC and agree that the Tutor/Mentor, Hawkins Educational Services LC, and Hawkins Educational Services LLC are not liable or responsible for any advice, course of treatment, diagnosis or any other information, services or product obtained through the Tutor/Mentor, Hawkins Educational Services LC, Hawkins Educational Services LLC and their websites. \_\_\_\_\_ (initials)
- (4) The Tutor/Mentor and Hawkins Education Services do not guarantee any services provided or results. Services provided should be considered "As Is" and "No Guarantees/Warranties." Any successful recovery may not be typical and applicable to the Tutee/Mentee, the Tutee/Mentee's situation, the Tutee/Mentee's medical or psychological condition, and Hawkins Educational Services services and programs should not be used for diagnosis, opinion, treatment, or services to you or to any other individual. \_\_\_\_\_ (initials)
- (5) Services provided by the Tutor/Mentor, Hawkins Educational Services LC, and Hawkins Educational Services LLC are not endorsed by, promoted by, or guaranteed by any public or private school, university, or education organization. (Even if the Tutor/Mentor is employed by a public or private school, university, or education organization.) \_\_\_\_\_ (initials)
- (6) Communications between the Tutee/Mentee and Tutor/Mentor and the Tutor/Mentor and the Parent(s)/Legal Guardian(s) are considered Privileged and Confidential; the Tutor/Mentor agrees to hold such communications in the strictest confidentiality and agrees to the non-disclosure of personal and identifying

information and any information protected by HIPAA, FERPA, and Federal Rules of Evidence Rule 506. \_\_\_\_\_ (initials)

- (7) Mandated Reporter(210.115.1 – 210.115.3 RSMo & 352.400 RSMo; Maryland CFL 5-704; 705; 706; 707; 708; Section 210.135 RSMo/ Maryland CFL 5-70): Hawkins Educational Services LC (HES LC) and Hawkins Educational Services LLC's (HES LLC) employees, volunteers, members, clients, and contractors are Mandated Reporters, which means when any HES LC or HES LLC employee, volunteer, member, or contractor has "reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observes a child being subjected to conditions or circumstances, which would reasonably result in abuse or neglect," then he/she is obligated to report such reasonable cause to the Child Abuse/Neglect Hotline and if applicable local authorities. "Reasonable cause to suspect means a standard of reasonable suspicion, rather than conclusive proof." "The term 'abuse' is not limited to abuse inflicted by a person responsible for the child's care, custody and control as specified in section 210.110, but shall also include abuse inflicted by any other person." While carrying out one's obligation as a Mandated Reporter, the law provides immunity from civil or criminal liability, so long as one does not file a false report intentionally. (Section 210.135 RSMo; Maryland CFL 5-704; 705; 706; 707; 708; Section 210.135 RSMo/ Maryland CFL 5-70) \_\_\_\_\_ (initials)
- (8) Non Proselytizing Statement: Hawkins Educational Services LC (HES LC) and Hawkins Services LLC's employees, volunteers, members, and contractors do not proselytize, meaning that HES LC or HES LLC does not express or imply that a condition for service is that people must adhere to a particular faith, convert to a particular faith, or listen to messages about converting to a particular faith. \_\_\_\_\_ (initials)
- (9) Nondiscrimination Policy: Hawkins Educational Services LC and HES LLC's employees, volunteers, members, and contractors do not discriminate on the basis of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, physical or mental ability, veteran status, military obligations, and marital status. \_\_\_\_\_ (initials)
- (10) Any party, the Tutee/Mentee, the Parent(s)/Legal Guardian(s), the Tutor/Mentor, Hawkins Educational Services LC, or Hawkins Educational Services LLC may terminate this agreement and cease to participate in Hawkins Educational Services, LC School Tutor/Mentoring Programs (with or without notice); however, the DISCLAIMERS and LEGAL DISCLOSURES in this document will remain in force perpetually. \_\_\_\_\_ (initials)
- (11) A copy of this Agreement may serve as an original copy; a copy of this Agreement will have the same force and validity of the Original Copy; should any of these Disclaimers and Legal Disclosures be invalidated by a Court, the remainder Disclaimers and Legal Disclosures shall remain in full force. \_\_\_\_\_ (initials)

**Signatories:**

I \_\_\_\_\_, the Parent/Legal Guardian of (child)

\_\_\_\_\_, residing at

\_\_\_\_\_,  
Springfield, Missouri, \_\_\_\_\_, a student at (school)

\_\_\_\_\_, give my Permission and authorization for my child, the Tutee/Mentee, to participate in Hawkins Educational Services LC and Hawkins Educational Services LLC, academic and mentoring programs for the duration of the 2019-2020 school year; furthermore, I agree to the Terms, Conditions, Disclaimers, Disclosures, and Agreement of this document: Hawkins Educational Services LC and Hawkins Educational Services LLC Service Agreement, as well as Terms, Conditions, Disclaimers, Disclosures, and Agreement apply to all Appendices, Amendments, and Attached Documents.

\_\_\_\_\_  
Parent/Legal Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tutor/Mentor's Signature

\_\_\_\_\_  
Date

**[Copies and Duplicates May Serve As Originals]**

### **Academic and Behavioral Goals (Teacher/Support Staff)**

To better serve the student and his/her family, collaboratively we establish Academic and Behavioral Goals for the student. Goals should be "relevant, inspirational, and obtainable." All goals should be specific and not vague or ambiguous. Name specific areas in which the student needs help. We recommend starting with three Academic and Behavioral Goals, which can be modified as the student progresses through our School Tutoring/Mentoring Program.

#### **Academic Goals: (Write N/A if services are for Behavioral Support only.)**

1.

2.

3.

#### **Behavioral Goals: (Write N/A if services are for Academic Support only.)**

1.

2.

3.

## Essential Agreements (Complete With Tutor/Mentor)

1.

2.

3.

-----  
Client's Signature

-----  
Date

-----  
Parent/Legal Guardian's Signature

-----  
Date

-----  
Educational Planner's Signature

-----  
Date

**[Copies and Duplicates May Serve As Originals]**

**Confidentiality, Privileged Communication Agreement &  
Non-Disclosure Agreement | (Tutor/Mentor/Educational Planner)  
[Copies and Duplicates May Serve As Originals]**

Communications between the Tutee/Mentee and Tutor/Mentor and the Tutor/Mentor and the Parent(s)/Legal Guardian(s) are considered Privileged and Confidential; the Tutor/Mentor agrees to hold such communications in the strictest confidentiality and agrees to the non-disclosure of personal and identifying information and any information protected by HIPAA and FERPA.

I, \_\_\_\_\_, of 4132 E Joppa Rd, Ste 110, Baltimore, Maryland 21236, an employee/member of Hawkins Educational Services LC and Hawkins Educational Services LLC, agree to keep all communications and all interactions with the Tutee/Mentee, and his/her parent(s)/legal guardian(s) strictly confidential. Furthermore, I agree not to disclose any personal information, identifying information, and any information protected by HIPAA, FERPA, and Federal Rules of Evidence Rule 506 to third parties.

The only exception to this Confidentiality Agreement and Non-Disclosure Agreement is when federal or state law classifies me as a Mandated Report, and I need to fulfill my legal obligations under the Mandated Reporting Laws of the State of Missouri, State of Maryland, and federal laws pertaining to mandated reporting.

Mandated Reporter (210.115.1 – 210.115.3 RSMo & 352.400 RSMo; Maryland CFL 5-704; 705; 706; 707; 708; Section 210.135 RSMo/ Maryland CFL 5-70): Hawkins Educational Services LC and Hawkins Educational Services LLC's (HES LC/HES LLC) employees, volunteers, members, clients, and contractors are Mandated Reporters, which means when any HES LC or HES LLC employee, volunteer, member, or contractor has "reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observes a child being subjected to conditions or circumstances which would reasonably result in abuse or neglect," then he/she is obligated to report such reasonable cause to the Child Abuse/Neglect Hotline and if applicable local authorities. "Reasonable cause to suspect means a standard of reasonable suspicion, rather than conclusive proof." "The term 'abuse' is not limited to abuse inflicted by a person responsible for the child's care, custody and control as specified in section 210.110, but shall also include abuse inflicted by any other person." While carrying out one's obligation as a Mandated Reporter, the law provides immunity from civil or criminal liability, so long as one does not file intentionally a false report. (Section 210.135 RSMo; Maryland CFL 5-704; 705; 706; 707; 708; Section 210.135 RSMo/ Maryland CFL 5-70),

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Tutor/Mentor/Educational Planner Signature:

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Date: (MM/DD/YYYY)



**Confidentiality Agreement & Non-Disclosure Agreement**  
**Parent(s) or Legal Guardian(s) | [Copies and Duplicates May Serve As Originals]**

Communications between the Tutee/Mentee and Tutor/Mentor and the Tutor/Mentor and the Parent(s)/Legal Guardian(s) are considered Privileged and Confidential; the Tutor/Mentor agrees to hold such communications in the strictest confidentiality and agrees to the non-disclosure of personal and identifying information and information protected by HIPAA and FERPA.

I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, the parent/legal guardian of the Tutee/Mentee (child) affirm and acknowledge receipt of this Confidentiality Agreement and Non-Disclosure Agreement; I understand that all communications and all interactions with my child and me will be kept strictly confidential by the Tutor/Mentor, Hawkins Educational Services, LC, and Hawkins Educational Services LLC. Furthermore, I agree not to disclose any proprietary information, Intellectual Properties, including but not limited to strategies, techniques, book, booklets, workbooks, worksheets, Behavioral Improvement Strategies and Plans, copyrighted or trademarked material, documents, electronic media, written media, electronic media, printed media, or otherwise without written explicit consent of Hawkins Educational Services LC and Hawkins Educational Services LLC the Tutor/Mentor, and the appropriate Intellectual Property(ies) Rights Holder(s), as well as any document or email that has been marked as or indicated to be Confidential, Privileged, Proprietary, Encrypted, Marked with © ® ™ , or [C], [P], [Pr] .

I understand that the only exception to this Confidentiality Agreement and Non-Disclosure Agreement is that federal or state law classifies the Tutor/Mentor as a Mandated Report, and the Tutor/Mentor needs to fulfill his/her legal obligations under the Mandated Reporting Laws of the State of Missouri and federal laws pertaining to mandated reporting.

Mandated Reporter(210.115.1 – 210.115.3 RSMo & 352.400 RSMo; Maryland CFL 5-704; 705; 706; 707; 708; Section 210.135 RSMo/ Maryland CFL 5-70: Hawkins Educational Services'(HES LC) and Hawkins Educaitional Services LLC (HES LLC), employees, volunteers, members, clients, and contractors are Mandated Reporters, which means when any HES LC or HES LLC employee, volunteer, member, or contractor has "reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observes a child being subjected to conditions or circumstances which would reasonably result in abuse or neglect," then he/she is obligated to report such reasonable cause to the Child Abuse/Neglect Hotline and if applicable local authorities. "Reasonable cause to suspect means a standard of reasonable suspicion, rather than conclusive proof." "The term 'abuse' is not limited to abuse inflicted by a person responsible for the child's care, custody and control as specified in section 210.110, but shall also include abuse inflicted by any other person." While carrying out one's obligation as a Mandated Reporter, the law provides immunity from civil or criminal liability, so long as one does not file intentionally a false report. (Section 210.135 RSMo)

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Parent/Legal Guardian's Signature

-----  
Date: (MM/DD/YYYY)

## Additional Children Appendix

*Within The Same Terms, Conditions, Disclaimers, Disclosures, and Agreement of The Hawkins Educational Services LC / Hawkins Educational Services LLC Service Agreement (2019-2020)*

**(Write N/A If Not Applicable).**

\_\_\_ Tutee # 2:

Child's Name (Tutee/Mentee): \_\_\_\_\_

of \_\_\_\_\_, \_\_\_\_\_ born \_\_\_\_/\_\_\_\_/\_\_\_\_,  
Address City and State MM DD YYYY

age \_\_\_\_\_;

Parent(s) or Legal Guardian(s) Name & Relationship: \_\_\_\_\_

( \_\_\_\_\_ ) of \_\_\_\_\_  
Relations Address City and State

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\_\_\_ Tutee # 3:

Child's Name (Tutee/Mentee): \_\_\_\_\_

of \_\_\_\_\_, \_\_\_\_\_ born \_\_\_\_/\_\_\_\_/\_\_\_\_,  
Address City and State MM DD YYYY

age \_\_\_\_\_;

Parent(s) or Legal Guardian(s) Name & Relationship: \_\_\_\_\_

( \_\_\_\_\_ ) of \_\_\_\_\_  
Relations Address City and State

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**Notes/Amendments/Appendices:**

**[Copies and Duplicates May Serve As Originals]**



**Rev. Danny Hawkins, PhD, DDiv**  
Academic, Emotional, & Behavioral Support  
Community & School Social Worker  
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**Luciane Hawkins, EdD, DDiv**  
Assessments, Testing, & Interventions  
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FEIN: 83-1670852  
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**On This Document You Will Find:**

- 1. Our Privacy Policies;**
- 2. TOS;**
- 3. Conditions;**
- 4. Legal Disclaimers and Disclosures;**
- 5. Child Abuse and Neglect (CA/N) Prevention and Reporting Policies;**
- 6. Sexual Abuse and Assault (SA/A) Prevention and Reporting Policies (PRP);**
- 7. And Security Information.**

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**Who we are:**

Our network of websites and servers are solely owned and operated by Danny and Luciane Hawkins through their network of companies, The Hawkins Intellectual Property Holdings LLC, Hawkins Educational Services LLC, Hawkins Educational Services LC, and Unbelievable, LLC registered in the State of Maryland and/or The State of Missouri in the United States of America.

**URLS:**

[www.hawkins.education](http://www.hawkins.education)

[www.dannysunbelievable.life](http://www.dannysunbelievable.life)

**And related domains.**

**Unbelievable, LLC** is a private Limited Liability Company registered in the State of Missouri, United States of America, under **Missouri Charter Number: LC001644109** and **United States Federal Employer Identification Number: 83-4490521**, which manages distribution, marketing, and sales for Danny Hawkins and Luciane Hawkins and their public speaking, events, books and writings.

**The Hawkins Intellectual Property Holdings LLC** is a private Limited Liability Company registered in the State of Maryland, United States with **Maryland Department ID: W19317486** and **United States Federal Employer Identification Number: 83-2976617**, which manages all of the Hawkins intellectual properties, distributions, marketing, and sales.

**Hawkins Educational Services LLC/LC** are private Limited Liability Companies registered in the State of Missouri and the State of Maryland, United States of America, under **Missouri Charter Number: LC001644109, Maryland Dep. #: W19034836, United States Federal Employer Identification Number: 81-4813593,** and **United States Federal Employer Identification Number: 83-1670852.**

**Life By Grace Church & Fellowship United States of America** is a non-profit religious organizations founded in the United States of America, registered under FEIN: 82-4545491 | Missouri Charter: N000707658 | Maryland Department ID: F18967794

**Mailing Address:**

Email: danny@hawkins.education

Address: 4132 E Joppa Rd, Ste 110, Baltimore, Maryland 21236

Phone: Local: 1.443.883.3754 | Toll Free/Fax: 1.866.874.8716

Brazil (Fixo/Celular/Fax): 0.800.724.8353 | Curitiba: +55.41.3512.0223

**Contact Information:**

Director/Compliance: Danny M. Hawkins, Phd, DDiv, ORDM

Email: danny@hawkins.education

Office: 1.866.874.8716

**What personal data we collect, and why we collect it:**

**Comments:**

When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

### **Media:**

If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

### **Contact forms:**

We use Ninja Forms and GoDaddy Contact Services. Emails are sent through our secure email servers through Office 365, and are encrypted and protected by Proofpoint and Microsoft Advanced Threat Protection, and other security services, programs, and apps.

### **Cookies**

If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year. If you have an account and you log in to this site, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser. When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed. If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

### **Embedded content from other websites:**

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if

the visitor has visited the other website. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

### **Analytics:**

#### **With whom we may share your data:**

In order to enhance user experiences on our site and for security purposes, we use third-party apps, programs, and features including, but not limited to, Google, Google ReCaptcha, WordPress, GoDaddy, McAfee Secure, Proofpoint Security, TrustedSite, Sucuri Firewall, Cloud Protect, WAP, Cloud Firewall, PayPal, Ninja Forms, Geolocation Access Blocking/Restrictions, and Office 365 Online, Norton Security, and Norton Virtual Private Network.

#### **How long we retain your data:**

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue. For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information. We are compliant with U.S.C. 6501, et seq, 1974 Privacy Act, The Electronic Communications Privacy Act, The Computer Fraud And Abuse Act, Cyber Intelligence Sharing And Protection Act, and The Children's Online Privacy Protection Act.

#### **What rights you have over your data:**

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

#### **Where we send your data:**

Visitor comments may be checked through an automated spam detection service and other security services in order to ensure site, content, and data security such as Google, Google ReCaptcha, WordPress, GoDaddy, McAfee Secure, Proofpoint Security, TrustedSite, Sucuri Firewall, Cloud Protect, WAP, Cloud Firewall, PayPal,

Ninja Forms, Geolocation Access Blocking/Restrictions, and Office 365 Online, Norton Security, and Norton Virtual Private Network.

### **Your contact information:**

Contact information is stored and encrypted end-to-end using the latest 258-bit Secure Sockets Layer encryption. Financial and banking information is stored using PayPal and third-party financial platforms on separate encrypted, protected, and secured servers.

### **Additional information:**

#### **How we protect your data:**

This Web site is secured with a GoDaddy.com Web Server Certificate. Transactions on the site are protected with up to 256-bit Secure Sockets Layer encryption. We implement the latest in encryption and security services provided by Google, Google ReCaptcha, WordPress, GoDaddy, McAfee Secure, Proofpoint Security, TrustedSite, Sucuri Firewall, Cloud Protect, WAP, Cloud Firewall, PayPal, Ninja Forms, Geolocation Access Blocking/Restrictions, Microsoft Advanced Threat Protection, and Office 365 Online, Norton Security, and Norton Virtual Private Network. Geoblocking prevents traffic from restricted and dangerous countries, anonymization programs, computers using VPNs, and similar programs. We trace IP origins and identify IP addresses, including masked IP addresses. Our site and servers are secured and scanned by multiple anti-malware and threat detection companies and programs including Sucuri, GoDaddy, McAfee Secure, Trusted Site, Proofpoint, Microsoft Advanced Threat Protection. Emails are protected by Microsoft Advanced Threat Protection, Proofpoint, and Encrypted (Internally and Externally). All servers and sites are HIPAA and FERPA compliant with BAAs. We use hardware, software, and other electronic and physical methods to secure computers, servers, sites, and devices; auto updates and zero-day protection programs are utilized. All devices are secured with passwords and/or fingerprint or biological security services, separate passwords are used to access our secure servers and programs, password change policies are enforced, user access restrictions policies are in place and enforced, extensive background checks are conducted, credential verification services are implemented, and buildings are secured from multi-level locking mechanism to security systems.

### **Age Verification Plugins and Apps:**

For security purposes and to protect minors (0-17 years old), we do not allow minors (under 13 years old and on some pages or certain content under 18 years old) to



register, log in, sign in, purchase items from our website, online stores, and marketplaces, or share personal information. Anyone 13 or younger, cannot contact us. Our website complies with The Children's Online Privacy Protection Act of 1998, (15 U.S.C. 6501, et seq.,) prohibits unfair or deceptive acts or practices in connection with the collection, use, and/or disclosure of personal information from and about children on the Internet. Under COPPA of 1998, "child" means an individual under the age of 13. More information is available on the FTC website). People of certain ages cannot register (under 13 years old and for some pages or content under 18 years old), log in, sign in, make purchases, download content, contact us, and/or share personal information. Personal information means individually identifiable information about an individual collected online, including:

- (1) A first and last name;
- (2) A home or other physical address including street name and name of a city or town;
- (3) Online contact information as defined in this section;
- (4) A screen or user name where it functions in the same manner as online contact information, as defined in this section;
- (5) A telephone number;
- (6) A Social Security number;
- (7) A persistent identifier that can be used to recognize a user over time and across different Web sites or online services. Such persistent identifier includes, but is not limited to, a customer number held in a cookie, an Internet Protocol (IP) address, a processor or device serial number, or unique device identifier;
- (8) A photograph, video, or audio file where such file contains a child's image or voice;
- (9) Geolocation information sufficient to identify street name and name of a city or town; or
- (10) Information concerning the child or the parents of that child that the operator collects online from the child and combines with an identifier described in this definition.

(cf. U.S.C. 6501, et seq, 1974 Privacy Act, The Electronic Communications Privacy Act, The Computer Fraud And Abuse Act, Cyber Intelligence Sharing And Protection Act, and The Children's Online Privacy Protection Act.)

### **What data breach procedures we have in place:**

We utilize trusted third-party security companies to secure our sites, servers, and data, to mitigate risks, to investigate breaches, and to implement clean up

procedures. All users and shoppers are protected by a free \$100,000.00 Shopper Identity Protection provided by McAfee Secure and TrustedSite, LLC for 90 (ninety days after purchases). Our company is protected by data breach insurance of up to \$1,000,000.00 to clean up, repair, and mitigate risks. We use GoDaddy Security, McAfee Security, Trusted Site, Sucuri Security, Microsoft Advanced Threat Protection, Norton Security, VPN, and Proofpoint and other security programs and policies to protect our sites, servers, and data.

**What third parties we receive data from:**

For site operations, functions, security, and enhanced user experience we receive data from third party apps, services, and programs, and we receive data from Google, Google ReCaptcha, WordPress, GoDaddy, McAfee Secure, Proofpoint Security, TrustedSite, Sucuri Firewall, Cloud Protect, WAP, Cloud Firewall, PayPal, Ninja Forms, Geolocation Access Blocking/Restrictions, Microsoft Advanced Threat Protection, and Office 365 Online, Norton Security, and Norton Virtual Private Network.

**What automated decision making and/or profiling we do with user data:**

When users leave comments, submit content, and purchase items from our site, we use third party apps, services, and programs to approve comments, content, and financial services information to approve transactions to ensure sufficient funds and/or credit. Identity may be verified using consumer reports, credit reports, and other third party agencies and information. If used, the user will be notified before such use and offered all rights afforded under any applicable laws in the United States of America.

**Industry regulatory disclosure requirements:**

Our servers, sites, and emails are HIPAA and FERPA compliant. We maintain BAAs and encryption services, which meet or exceed requirements. Information pertaining to HIPAA and FERPA is available on demand. HIPAA and FEPA notices and disclosures are distributed to clients annually and are available anytime upon requests..

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**Legal Disclosures and Limits to Legal Liabilities and Responsibilities.**

**If you do not agree to these terms and services, then you do not have permission to use our sites, our services, our content, or our programs.**

By using our sites, services, content or programs, you agree to our TOS, Conditions, Privacy Policies, and agree that our sites, services, content, programs and your usage of such are governed by the Laws of the United States of America, The State of Maryland, and The State of Missouri, which may or may not be equal to the laws of your country of origin or residence. Any disputes will be handled in the appropriate Court System in the State of Missouri, United States of America after arbitration has failed. By using our sites, services, content, or programs, you waive all your legal rights, agree to hold harmless, indemnify legal or otherwise, in perpetuity, forever, in any and all jurisdictions, Danny Michael Hawkins, Luciane Padilha Hawkins, Daniel Padilha Hawkins, their companies (including but not limited to The Hawkins Intellectual Property Holdings LLC, Hawkins Educational Services LC, Hawkins Educational Services LLC, and Unbelievable LLC), their successors, agents, publishers, partners, associates, representatives, attorneys, POA, any person acting at and in their discretions, directives, and instructions, employees, family, etc, whether intentional or unintentional, at fault or not at fault, malicious or non-malicious.

This Legal Disclosure and Limits to Legal Liabilities and Responsibilities are intended to limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; or any other form. The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty. To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature. The users, clients, guests, and visitors understand that we are governed by the Laws of the United States of America and are not under any obligation, legal or otherwise, to submit to or be governed by any laws outside of the United States of America and its jurisdiction. Nor do we attempt to abide by any laws outside of the United States of America and its jurisdiction. The users, clients, guests, or visitors should be aware of this and understand that any legal remedy must and will be in the United States of America and under United States of America Laws, Rules, and Regulations not any foreign laws, rules, or regulations. If any provision of our agreements is deemed unenforceable by a competent Court or Judicial Body in the United States of America, then the remaining provisions will remain in effect and will not be affected.

We do not conduct business (personal, business, or otherwise) with citizens, nationals, residents, entities (governmental or otherwise) of the following countries/regions:

Balkans;  
Belarus;  
Burundi;  
Central African Republic;  
Crimea;  
Cuba;  
Darfur (Active sanction, not affected by lift to Sudan embargo);  
Democratic Republic of the Congo;  
The Democratic People's Republic of Korea;  
Iran;  
Iraq;  
Lebanon;  
Libya;  
Nicaragua;  
North Korea;  
Russian Federation;  
Sevastopol;  
Somalia;  
South Sudan;  
Sudan;  
Syria;  
Ukraine;  
Venezuela;  
Yemen; and  
Zimbabwe, or any other country/state/region prohibited by the Laws, Regulations, and Rules of the United States of America or its jurisdiction.

By staying on our sites, our network of sites, and/or using this site or our network of sites, clients, guests, and visitors agrees to all of our TOS, Conditions, Privacy Policies, current, amended, future, or otherwise, and agree that our site or our network of sites, and usage of our site or network of sites, clients, or people using our services understand and agree that all sites, services, programs, and service agreements are governed by the Laws of the United States of America, The State of Maryland, and The State of Missouri, which may or may not be equal to the laws of your country of origin or residence.

Unless otherwise noted, any company, organization, entity, or person mentioned by name, by image, by linkage, or otherwise on this site is NOT endorsed, recommended, or sponsored by The Hawkins Intellectual Property Holdings LLC, Hawkins Educational Services LC, Hawkins Educational Services LLC, and Unbelievable LLC), blogs, companies, and products. Likewise, unless otherwise noted, it should NOT be implied NOR understood that the mentioned companies, organizations, entities, or persons endorse, recommend, or sponsor The Hawkins and/or The Hawkins network, The Hawkins Intellectual Property Holdings LLC, Hawkins Educational Services LC, Hawkins Educational Services LLC, and Unbelievable LLC) of sites, blogs, companies, and products. We do not control the content on third party sites, blogs, social media, etc.

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Our website is in compliance with U.S.C. 6501 et seq, 1974 Privacy Act, The Electronic Communications Privacy Act, The Computer Fraud And Abuse Act, Cyber Intelligence Sharing And Protection Act, and The Children's Online Privacy Protection Act.

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### **General Purpose Statement**

Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC, its Board Members, Educators, Tutors, Mentors, Volunteers, Workers, Pastoral Care, Members of the Clergy, and Danny Hawkins and Luciane Hawkins seek to provide a safe and secure environment for the children who participate in our services, programs, and activities. By implementing the below practices, our goal is to protect the children, youth, and adolescence participating in any Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC services, programs, or activities from incidents of misconduct or inappropriate behavior while also protecting our staff and volunteers (workers) from false accusations.

### **Definitions**

For purposes of this policy, the terms "child" or "children" include all persons under the age of eighteen (18) years. The term "worker" includes both paid and unpaid persons who work with children. The term "volunteer" means anyone involved in our services, programs, and activities, daycare or school, in overnight activities involving minors, in counseling of minors, in one-on-one mentoring of minors, one-on-one tutoring of minors, academic support, behavioral support, and interventions.

### **Selection of Workers**

All persons who desire to work with the children participating in our programs and activities will be screened. This screening includes the following:

#### **a) Twelve Month Rule**

No person will be considered for any volunteer position involving contact with minors until she/he has been involved with Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC for a minimum of 12 months. This time of interaction between our leadership and the applicant allows for better evaluation and suitability of the applicant for working with children.

**b) Written Application**

All persons seeking to work with children must complete and sign a written application in a form to be supplied by us. The application will request basic information from the applicant and will inquire into previous experience with children, previous church, ministry, and fellowship affiliation, references and employment information, as well as disclosure of any previous criminal convictions (citations, misdemeanors, felonies, etc.). The application form will be maintained in confidence on file at Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC.

**c) Personal Interview**

Upon completion of the application, a face-to-face interview will be scheduled with the applicant to discuss his/her suitability for the position.

**d) Reference Checks**

Before an applicant is permitted to work with children, at least two of the applicant's references will be checked. These references should be of an institutional nature as opposed to personal or family references, preferably from organizations where the applicant has worked with children in the past. Documentation of the reference checks will be maintained in confidence on file at Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC.

**e) Criminal Background Check**

A national and state criminal background check is required for all employees (regardless of position) and "volunteers" as defined above; all arrests and convictions must be disclosed, including citations, misdemeanors, and felonies.

**f) Sex Offender Background Check**

A national and state sex offender background check is required for all employees (regardless of position) and "volunteers" as defined above; all sexual offenses, arrests, and convictions must be disclosed. If the applicant is

on a sex offender list, nationally or statewide, s/he will be excluded from employment (paid or otherwise) or terminated from employment, respectively.

**g) Missouri Family Care Safety Registry & Maryland BCAC MRT Certification**

All applicants, employees, volunteers, workers, subcontractors, affiliates, temporary Personnel, fill-ins, subs, etc., must be registered with the Missouri Family Care Safety Registry (FCSR) and pass random FCSR background checks. Any event, which has led to a negative record of the FCSR must be disclosed fully and may exclude applicants from employment or termination of employment, respectively and Maryland's BCAC MRT Certification.

**h) Pre-Employment Drug Screening and Random Drug Screening**

Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC all applicants and current employees or workers (paid or otherwise) to have pre-employment drug screening and undergo random drug screening. Positive results for illicit drug usage will exclude applicants from employment and will result in termination of employment for employees and workers (paid or otherwise).

**Please Note:**

Before a background check is run, prospective workers will be asked to sign an authorization form allowing the Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC to run the check. If an individual declines to sign the authorization form, s/he will be unable to work with children and will be excluded from employment (paid or otherwise). A disqualifying offense that will keep an individual from working with children will be determined by Danny Hawkins and Luciane Hawkins or the appointed personnel on a case-by-case basis in light of all the surrounding circumstances. Convictions for an offense involving children and/or for offenses involving violence, dishonesty, illegal substances, indecency and any conduct contrary to our mission will preclude someone from being permitted to work with children. Failure to disclose a criminal conviction on the application form will also be a disqualifying event. Any disclosure of such after employment (paid or otherwise) will result in termination of employment with Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC, civil and criminal penalties for lying on an employment application and for failure to disclose relevant background information. The background check authorization form and results will be maintained in confidence on file at the Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC.

## Two Adult Rule

It is our goal that a minimum of two unrelated adult workers will be in attendance at all times when children are being supervised during our programs and activities. Some youth classes, academic support, and behavioral support may have only one adult in attendance during session; in these instances, doors to the classroom should remain open and there should be no fewer than three students with the adult teacher. We do not allow minors to be alone with one adult on our premises or in any sponsored activity unless in a counseling situation.

## Responding to Allegations of Child Abuse

For purposes of this policy, "child abuse" is any action (or lack of action) that endangers or harms a child's physical, psychological or emotional health and development. Child abuse occurs in different ways and includes the following:

- **Physical abuse** – any physical injury to a child that is not accidental, such as beating, shaking, burns, and biting.
- **Emotional abuse** – emotional injury when the child is not nurtured or provided with love and security, such as an environment of constant criticism, belittling and persistent teasing.
- **Sexual abuse** – any sexual activity between a child and an adult or between a child and another child at least four years older than the victim, including activities such as fondling, exhibitionism, intercourse, incest, and pornography.
- **Neglect** – depriving a child of his or her essential needs, such as adequate food, water, shelter, and medical care.

Childcare workers, educators, mentors, tutors, employees, volunteers, and workers may have the opportunity to become aware of abuse or neglect of the children under our care. In the event that an individual involved in the care of children at Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC becomes aware of suspected abuse or neglect of a child under his/her care, this should be reported immediately to the Senior Pastor, Associate Pastor, and the Board Members, and be report to authorities, as mandated by Missouri Law (§§210.115.1 – 210.115.3 RSMo & §352.400 RSMo; Maryland CFL 5-704; 705; 706; 707; 708; Section 210.135 RSMo/ Maryland CFL 5-708).

In the event that an incident of abuse or neglect is alleged to have occurred at Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC premises or during our sponsored programs or activities, the following procedure shall be followed:



1. The parent or guardian of the child will be notified immediately.
2. The worker or person alleged to be the perpetrator of the abuse or misconduct will immediately be placed on leave pending an investigation and instructed to remain away from the premises during the investigation. He or she should be instructed to have no contact with the victim or with witnesses.
3. All allegations of abuse should be reported to the civil authorities, and the organization will comply with the state's requirements regarding mandatory reporting of abuse as the law then exists (cf. §§210.115.1 – 210.115.3, & §352.400 RSMo and Maryland CFL 5-704; 705; 706; 707; 708; Section 210.135 RSMo/ Maryland CFL 5-708). The organization will fully cooperate with the investigation of the incident by civil authorities.
4. The insurance company will be notified, and the organization will complete an incident report. Any documents received relating to the incident and/or allegations will immediately be forwarded to the insurance company.
5. The organization will designate a spokesperson to the media concerning incidents of abuse or neglect. The advice of legal counsel will be sought before responding to media inquiries or releasing information about the situation to the congregation. All other representatives, employees, volunteers, and workers (paid or otherwise) of the organization should refrain from speaking to the media.
6. A visit from the administration and/or counselor will be arranged for those who desire it. This should be for the purpose of providing assistance and support during the time of crisis and not for the purpose of investigating the incident or influencing the investigation.
7. Any person who is not found innocent of the alleged abuse or misconduct will be removed from their position working with children or youth and terminated from Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC and all of its subsidiaries, divisions, programs, and affiliates.

### **Open Door Policy**

Classroom doors and office doors should remain open unless there is a window in the door or a side window beside it. Doors should never be locked while persons are inside the room.

### **Teenage Workers**

We recognize that there may be times when it is necessary or desirable for

babysitters (paid or volunteer) who are themselves under age 18 to assist in caring for children during programs or activities. The following guidelines apply to teenage workers:

- Must be at least age 14.
- Must be screened as specified above.
- Must be under the supervision of an adult and must never be left alone with children.

### **Check-in/Check-out Procedure**

A security check-in/check-out procedure will be followed. The child will be signed in by a parent or guardian, who will receive a "child check" for the child similar to a claim check. The parent or guardian must present the "child check" in order to sign out the child from our care. In the event that a parent or guardian is unable to present the "child check," the supervisor, manager, and members, owners, and operators (Danny Hawkins and Luciane Hawkins) will be contacted, and they will be responsible for releasing the child to the care of a parent or guardian after discussing the surrounding circumstances with the parent or guardian.

### **Sick Child Policy**

It is our desire to provide a healthy and safe environment for all of the children at the Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC. Parents are encouraged to be considerate of other children when deciding whether to place a child under our care. In general, children with the following symptoms should NOT be dropped off:

- Fever, diarrhea, or vomiting within the last 48 hours;
- Green or yellow runny nose;
- Eye or skin infections; and/or
- Other symptoms of communicable or infectious disease.

Children who are observed by our workers to be ill will be separated from other children and the parent or guardian will be contacted to request that the child be picked up for the day.

### **Medications Policy**

It is the policy of Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC not to administer either prescription or non-prescription medications to the children under our care. Medications should be administered by a parent at home. Parents are reminded of our sick child policy. Exceptions to the medications policy may be granted to parents of children with potentially life-threatening conditions (such as asthma or severe allergic reactions). Parents of such children should address their

situation with the members, owners, and operators (Danny Hawkins and Luciane Hawkins) to develop a plan of action.

### **Discipline Policy**

It is the policy of Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC not to administer corporal punishment, even if parents have suggested or given permission for it. There should be no spanking, grabbing, hitting, or other physical discipline of children. Workers should consult with Danny Hawkins and Luciane Hawkins if assistance is needed with disciplinary issues. We use a Tier System with Tier Goals and Tier Rewards with positive reinforcements, rather than negative reinforcements.

### **Restroom Guidelines**

Children five years of age and younger should use a classroom bathroom if one is available. If a classroom bathroom is not available, workers should escort a group of children to the hallway bathroom. They should always go in a group, never taking a child to the bathroom alone. The workers should check the bathroom first to make sure that it is empty, and then allow the children inside. The workers should then remain outside the bathroom door and escort the children back to the classroom. If a child is taking longer than seems necessary, the worker should open the bathroom door and call the child's name. If a child requires assistance, the workers should prop open the bathroom door, and leave the stall door open as they assist the child.

For children over the age of five, at least two-unrelated adult males (if possible) should take boys to the restroom and at least two-unrelated adult females (if possible) should take girls. The worker should check the bathroom first to make sure that the bathroom is empty, and then allow the children inside. The worker should then remain outside the bathroom door and escort the children back to the classroom.

For the protection of all, workers should never be alone with a child in a bathroom with the door closed and never be in a closed bathroom stall with a child. Parents are strongly encouraged to have their children visit the bathroom prior to each class.

### **Accidental Injuries to Children**

In the event that a child or youth is injured while under our care, the following steps should be followed:

1. For minor injuries, scrapes, and bruises, workers will provide First Aid (Band-Aids, etc.) as appropriate and will notify the child's parent or guardian of the injury at the time the child is picked up from our services.
2. For injuries requiring medical treatment beyond simple First Aid, the parent and/or guardian will immediately be summoned in addition to the

worker's supervisor. If warranted by circumstances, an ambulance will be called.

3. Once the child has received appropriate medical attention, an incident report will be completed in the case of injuries requiring treatment by a medical professional.

### **Training**

Hawkins Educational Services LC / Hawkins Educational Services LLC, Unbelievable LLC, and The Hawkins Intellectual Property Holdings LLC will provide training on our Child Abuse and Neglect Policies and Sexual Abuse Prevention Policies to all new childcare workers and will strive to provide opportunities for additional training classes or events on an annual basis. All workers are required to attend these training even

By signing below, the Parent/Legal Guardian of the student affirms that he/she has read and agrees with all our policies, TOS, and Service Agreements.

Student(s) Name(s):

Address:  
City and State:  
ZipCode:

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Parent/Legal Guardian's Signature

-----  
Date

-----  
Tutor/Mentor's Signature

-----  
Date

**[Copies and Duplicates May Serve As Originals]**



EDUCATIONAL SERVICES  
EDUCATIONAL CONSULTING

RELEVANT · INSPIRATIONAL · OBTAINABLE™

**Rev. Danny Hawkins, PhD, DDiv**  
Academic, Emotional, & Behavioral Support  
Community & School Social Worker  
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**Luciane Hawkins, EdD, PhD**  
Assessments, Testing, & Interventions  
Multicultural Education Specialist,  
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[www.hawkins.education](http://www.hawkins.education) | English - Português - Español

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