HYATT LEGAL PLANS AGREEMENT
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THIS AGREEMENT ("Agreement") by and between Hyatt Legal Plans, Inc. ("HLP"), a Delaware Corporation engaged in the legal plans business, and **San Leandro Unified School District** ("the District"), with its principal place of business in California, is entered into as of the 7th day of October 2012 and shall be executed prior to the effective date set forth below.

WHEREAS, the District intends to offer to certain of its employees and their dependents a group legal plan ("Plan"); and

WHEREAS, the District has determined that HLP is able to provide for said Plan and professional plan administration at a reasonable cost.

NOW, THEREFORE, the parties agree as follows:

1. "Employee" means those employees of the District who have elected to participate in the Plan under rules established by the District.

2. "Participant" means those Employees, their lawful spouses and dependents, who are eligible to receive legal services under rules established by the District.

3. "Covered Services" means those personal legal services that HLP provides for Participants as set forth in Appendix A to this Agreement.

4. "Excluded Services" are those legal services that are not provided under the Plan. They include the following: (1) employment-related matters, including District or statutory benefits; (2) matters involving the District, MetLife® and affiliates, or Plan Attorneys; (3) matters in which there is a conflict of interest between the Employee and spouse or dependents in which case services are excluded for the spouse and dependents, (4) appeals and class actions; (5) farm and business matters, including rental issues when the Participant is the landlord; (6) patent, trademark and copyright matters; (7) costs or fines; (8) frivolous or unethical matters and (9) matters for which an attorney-client relationship exists prior to the Participant becoming eligible for Plan benefits.

5. "Plan Attorneys" means attorneys designated by HLP to provide Covered Services.

6. Covered Services shall be provided by Plan Attorneys unless a Plan Attorney who is willing and able to perform the services is not available, or the Participant chooses to use a non-Plan Attorney. In those circumstances, or where there is no Plan Attorney, HLP shall reimburse the Participant for the cost of the non-Plan Attorney selected by the Participant, in accordance with a fee schedule established by HLP. HLP has no obligation to ensure the credentials or performance of non-Plan Attorneys.

7. The District shall report to HLP, using mutually agreed upon procedures, on at least a monthly basis, those Employees who have enrolled in the Plan and for whom the District is taking a payroll deduction. The District shall not include terminated employees or employees for whom there will be no payroll deduction. HLP shall have no obligation to provide for legal services to an Employee for whom HLP is not receiving payments from the District.

8. The District shall compensate HLP for the Plan by remitting to HLP, at least monthly, an amount equal to the number reported as enrolled times the monthly rate of **$19.50** per Employee. The pay period being paid shall be reported with each payment.

9. The District shall remit its payments to HLP monthly, said payments being received by HLP no later than the tenth day following the period for which services are to be provided. HLP shall have no obligation to provide services under this Agreement if payment is not received on time.

10. Plan Attorneys shall neither request nor accept additional compensation of any nature from Participants for the provision of Covered Services, except that court costs, filing fees, fines, judgments and any payments disbursed to third parties shall be paid by the Participant. A Participant shall have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. Participants have the right to retain, at their own expense, any attorney authorized to practice law in their state.

11. HLP shall indemnify and hold harmless the District against any claim, judgment or liability resulting from any alleged professional negligence on the part of Plan Attorneys in delivering legal services under the Plan or from any alleged negligence or misconduct on the part of HLP in the performance or omission of any responsibility assumed under this Agreement.

12. The District shall indemnify and hold harmless HLP against any claim, judgment or liability resulting from any alleged negligence or misconduct on the part of the District in the performance or omission of any responsibility assumed under this Agreement.

13. The District shall offer the Plan to its employees once each year as part of its benefits program and payroll deduction system. Employees must enroll for a period of one year. New employees may enroll at the time of hire for the remainder of a plan year.

14. The District shall make all determinations whether a person is an eligible Employee and HLP shall accept and rely on such determinations.

15. The District shall be responsible for printing and distributing a plan description to Employees. HLP shall provide the plan description text.

16. The District shall distribute enrollment materials to benefit eligible employees and HLP will be the only legal plan offered.

17. The District shall be responsible for any filings required by Department of Labor or other agencies of the federal government. Upon request, HLP shall provide the District with information necessary to make such filings.

18. HLP shall make all determinations whether a Participant's matter is a Covered Service or Excluded Service. HLP shall provide an impartial review and a letter explaining the reason for its determination to any Participant requesting such an explanation.

19. The effective date of the legal plan is **December 1, 2012**.

20. This Agreement shall remain in full force and effect through **November 30, 2014**. This Agreement shall automatically be renewed after **November 30, 2014** for one year terms until either party shall give notice of no less than three calendar months prior to the end of the term that it intends to terminate the Agreement, seek amendment of the Agreement or extend the term for more than one year.

21. This Agreement is not assignable provided that either party may, with written notice, assign it to an affiliated or related entity.

22. This Agreement shall be governed by the laws of the state of California.

IN WITNESS WHEREOF, the undersigned do hereby execute this instrument, setting forth their signatures and intending to be bound on the date first set forth above.

For San Leandro Unified School District

John Thompson, Ed.D.
Senior Director II, Human Resources
14735 Juniper Street
San Leandro, CA. 94579

For Hyatt Legal Plans, Inc.

Andrew Kohn
General Counsel/Vice President of Operations
1111 Superior Avenue
Cleveland, OH 44114-2507

Appendix A
Definition of Covered Services

MetLaw

ADVICE AND CONSULTATION

Office Consultation
This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

Telephone Advice
This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation

CONSUMER PROTECTION

Consumer Protection Matters
This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

Small Claims Assistance
This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

Personal Property Protection
This service covers counseling the Participant over the phone or in the office on any personal property issue

such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

DEBT MATTERS

Debt Collection Defense

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter, cross or third party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

Identity Theft Defense

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any action arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor or employer.

Personal Bankruptcy or Wage Earner Plan

This service covers the Employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the Employee or spouse chooses to reaffirm that specific debt.

Tax Audits

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

Civil Litigation Defense

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a

municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

Incompetency Defense
This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

DOCUMENT PREPARATION

Affidavits
This service covers preparation of any affidavit in which the Participant is the person making the statement

Deeds
This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

Demand Letters
This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

Mortgages
This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

Promissory Notes
This service covers the preparation of any promissory note for which the Participant is the payor or payee.

Document Review
This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

Elder Law Matters
This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

FAMILY LAW

Name Change
This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

Prenuptial Agreement
This service covers the preparation of an agreement by an Employee and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Employee. The fiancé/partner must have separate counsel or must waive representation.

Protection from Domestic Violence
This service covers the Employee only, not the spouse or dependents, as the victim of domestic violence. It provides the Employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

Adoption and Legitimization (Contested and Uncontested)
This service covers all legal services and court work in a state or federal court for an adoption for the Employee and spouse. Legitimization of a child for the Employee and spouse, including reformation of a birth certificate, is also covered.

Guardianship or Conservatorship (Contested or Uncontested)
This service covers establishing a guardianship or conservatorship over a person and his or her estate when the Employee or spouse is appointed as guardian or conservator. It includes obtaining a guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting.

IMMIGRATION

Immigration Assistance
This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

PERSONAL INJURY

Personal Injury (25% Network Maximum)
Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

REAL ESTATE MATTERS

Boundary or Title Disputes (Primary Residence)
This service covers negotiations and litigation arising from boundary or title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

Eviction and Tenant Problems (Primary Residence – Tenant Only)
This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with

a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

Security Deposit Assistance (Primary Residence – Tenant Only)
This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for the Participant's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. The service does not include the Plan Attorney's attendance or representation at small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

Home Equity Loans (Primary Residence)
This service covers the review or preparation of a home equity loan on the Participant's primary residence.

Home Equity Loans (Second or Vacation Home)
This service covers the review or preparation of a home equity loan on the Participant's second or vacation home.

Property Tax Assessment (Primary Residence)
This service covers the Participant for review and advice on a property tax assessment on the Participant's primary residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

Sale or Purchase of Home (Primary Residence)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

Sale or Purchase of Home (Second or Vacation Home)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new second home or vacation home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's second home or vacation home or of a vacant property to be used for building a second home or vacation home. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

Refinancing of Home (Primary Residence)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title,

insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

Refinancing of Home (Second or Vacation Home)
This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's second home or vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

Zoning Applications
This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

TRAFFIC AND CRIMINAL MATTERS

Juvenile Court Defense
This service covers the defense of a Participant and a Participant's dependent child in any juvenile court matter, provided there is no conflict of interest between the Participant and the dependent child. In that event this service provides an attorney for the Employee only, including services for Parental Responsibility.

Traffic Ticket Defense (No DUI)
This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

Restoration of Driving Privileges
This service covers the Participant with representation in proceedings to restore the Participant's driving license.

WILLS AND ESTATE PLANNING

Trusts
This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

Living Wills
This service covers the preparation of a living will for the Participant.

Powers of Attorney
This service covers the preparation of any power of attorney when the Participant is granting the power.

Probate (10% Network Discount)
Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

Wills and Codicils
This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.