Larry Tramutola

Larry is recognized as one of the country's top strategists in political strategy, grassroots organizing, and passing difficult tax measures. He is an advisor to elected officials of all levels and his list of clients includes school districts, community colleges, hospitals, healthcare organizations, cities, counties, and transit agencies.

For nearly 30 years, Larry has helped clients win over 500 local elections, including 300 tax elections producing almost $40 billion in new revenue for local communities throughout the state. He is the author of *Sidewalk Strategies - A practical guide for candidates, causes and communities*, and *Now What? A practical guide for newly elected officials.*

Larry worked for eleven years as an organizer with Cesar Chavez and the UFW. He directed the Field Operations in California in two Presidential elections and was chosen to help train community leaders in South Africa in electoral organizing prior to the country's first free elections. He graduated with distinction from Stanford University.

TRAMUTOLA

AGREEMENT FOR STRATEGIC SERVICES

This Agreement ("Agreement") is effective as of the Effective Date (as defined below) by and between Tramutola LLC ("Consultant") and San Leandro Unified School District, 835 E 14th Street, San Leandro, CA 94577 ("Client").

Basic Terms

Consultant shall, as an independent contractor, with consultation from Client and for the direct benefit of the Client, provide the services set forth below during the Term (as defined in the attached Terms and Conditions) pursuant to the terms and conditions set forth in this Agreement.

Services: Consultant shall, with consultation from Client and for the direct benefit of Client, perform the following services, as needed:

(a) Provide ongoing strategic vision and counsel for the Client's measure;

(b) Evaluate Client's financial, facilities and program needs, and develop a detailed project work plan;

(c) Oversee development of voter opinion research and analysis of results;

(d) Provide recommendations to Client regarding electoral viability of placing a bond measure on the ballot, including tax rate, bond amount, projects to include, timing of election and ballot language;

(e) Oversee and coordinate the activities of Client's polling firm, architect, financial and legal advisors, graphic designers, printers and other vendors, as needed.

Compensation: $6,500.00 (Six Thousand Five Hundred Dollars) per month plus business expenses.

Effective Date: February 17, 2016

Expiration Date: August 31, 2016

This Agreement for Strategic Services, including the attached Terms and Conditions collectively, constitutes the "Agreement" as that term is used herein. This Agreement is hereby executed by duly authorized representatives of Consultant and Client as of the Effective Date.

San Leandro Unified School District, 835 E 14th Street, San Leandro, CA 94577

By: _____

Name: _____

Title: _____ Date: _____

Tramutola, LLC, 191 Ridgeway Avenue, Oakland, CA 94611

By: _____ Date: _____

Ann Tramutola, Managing Member

ADDRESS
191 Ridgeway Ave, Oakland, CA 94611

OFFICE
510-658-7003

WEBSITE
www.tramutola.com

Terms and Conditions

1. Terms and Conditions. Client hereby agrees that terms and conditions set forth herein (the "Terms and Conditions") are in addition to the covenants, terms and conditions set forth in the Services Agreement. All terms used but not defined in the Terms and Conditions shall have the meanings ascribed to such terms in the Services Agreement. In the event of a conflict between the Terms and Conditions and the Services Agreement, the Terms and Conditions shall control. The Terms and Conditions and the Services Agreement (including the Basic Terms set forth therein) shall be collectively referred to herein as this "Agreement".

2. Client's Obligations. At all times while Consultant is providing the Services (as defined in the Basic Terms) ("Services") or otherwise assisting Client, Client shall promptly provide Consultant with access to the facilities, personnel and other resources reasonably necessary for Consultant to provide the Services.

3. Compensation. The fee for the Services shall be the amount set forth in the Basic Terms. The compensation of $6,500.00 (Six Thousand Five Hundred Dollars) per month shall be paid on or before the first of each month beginning March 1, 2016 and continuing through August 31, 2016. The fee for February is a prorated amount of $2,900.00 (Two Thousand Nine Hundred Dollars) and is due upon signing of the contract.

4. Consultant's Expenses. Client shall separately reimburse Consultant for Consultant's reasonable and necessary expenses (the "Expenses") including, travel, outside photocopying, express mail, incurred in performing the Services hereunder. These expenses shall be charged by Consultant and Consultant shall be reimbursed by Client within thirty (30) days following presentation of Consultant's invoice or statement.

5. Vendor Costs and Payments. Subject to prior approval of Client, Consultant is authorized to enter into third party contracts on behalf of Client for Client's public information efforts. Payment of vendors for all goods, services, and costs shall be Client's sole responsibility, and shall be in addition to the Compensation or any other fees for the Services. Such third party contracts include, without limitation, contracts for printing, graphic artwork, demographic data, opinion research, mailing services, and postage.

6. LIMITED WARRANTY; LIMITATION ON LIABILITY. CONSULTANT WARRANTS THAT IT SHALL COMPLY WITH THE APPLICABLE STANDARD OF PROFESSIONAL CARE IN THE PERFORMANCE OF THE SERVICES. CONSULTANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE RESULTS OF THE SERVICES. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND, TO THE FULL EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES ARE HEREBY EXCLUDED. CONSULTANT'S SOLE AND MAXIMUM LIABILITY FOR A BREACH OF THIS AGREEMENT, INCLUDING ANY WARRANTY, SHALL BE A REFUND OF THE COMPENSATION ACTUALLY PAID TO CONSULTANT UNDER THIS AGREEMENT. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ANY OTHER TYPE OF DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT. SUCH LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE CAUSED BY BREACH OF CONTRACT, WILLFUL MISCONDUCT, NEGLIGENT ACT OR OMISSION, OR OTHER WRONGFUL ACT OR OMISSION.

7. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) to the extent caused by the actual or allenged infringement of any patent, copyright, trade secret, or other proprietary right arising from or related to any material it furnished to such other party pursuant to this Agreement.

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) arising from or relating to any personal injury, death, damage to property, or economic loss to the extent caused by the Indemnifying Party's negligent act or omission, intentional misconduct, or other breach of duty. In the event both Consultant and Client are at fault, indemnification shall be proportionate to their respective shares of fault. In the event neither party is at fault, each party shall bear responsibility for its own losses, expenses and liabilities.

8. Term; Termination.

(a) In the event Consultant is in default of one or more of its obligations under this Agreement, Client shall have the right to terminate this Agreement if within thirty (30) days of written notice to Consultant with a detailed description of Client's basis for such termination, Consultant fails to cure any such breach, or commence to cure such breach if the breach will in good faith take a longer period to cure.

(b) Consultant may terminate all or any portion of the Services for cause, at its option and in its sole discretion, by sending written notice thereof to Client. Such termination, for cause, shall be effective immediately upon written notice to Client thereof. In the event of a termination by Consultant pursuant to this Section 8(b), Client shall pay the entire outstanding balance of the total contracted Fee within ten (10) days of such termination. The following shall constitute "cause" for termination: (i) Client engages in willful misconduct; (ii) Client fails to make timely payments pursuant to the schedule set forth in Section 3 above; (iii) Client defaults or breaches any term, condition, or covenant set forth in this Agreement; or (iv) Client publicly disparages Consultant or any of the Consultant's employees.

9. Ownership of Work Product. All work product of Consultant, including but not limited to print copy, audio or videotapes, slogans, themes, designs, are and shall be the exclusive property of Consultant. Consultant grants Client a limited, non-exclusive, non-transferable, revocable license to use such work product solely in connection with the Services. Subject to Consultant's prior written permission, Client may reuse Consultant's work product only for Client's own benefit.

10. Agreement Is Confidential. Client agrees that Client shall not during, or at any time following termination of Agreement with Consultant, disclose or divulge to other parties, the specific terms of this Agreement, except as required by law.

11. Protection of Confidential Information. Consultant has and will develop, compile, and own certain proprietary techniques and confidential information and data that have great value in its business (such techniques, and information and data are referred to in this Agreement collectively as "Confidential Information"). Confidential Information includes, without limitation, (a) all information that has or could have commercial value or other utility in the business in which Consultant is engaged or in which it contemplates engaging and (b) all information of which the unauthorized disclosure could be detrimental to the interests of Consultant, whether or not such information is identified as Confidential Information by Consultant.

Client shall keep confidential any and all Confidential Information regardless of means of transmission and storage. Failure to mark any of the Confidential Information as confidential or proprietary shall not affect its status as Confidential Information under the terms of this Agreement. Client shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Client shall take at least those measures that Client takes to protect its own most highly confidential information. Client acknowledges that it is impossible to measure fully, in money, the injury that will be caused in the event of a breach or threatened breach of this provision and Consultant shall be entitled to injunctive relief to enforce the provisions of this Agreement, without prejudice to any other remedy that such party may have at law or in equity.

12. Insurance. Consultant shall obtain and maintain at its sole cost and expense throughout the Term the following insurance coverage:

(a) Commercial (Comprehensive General) Liability with minimum limits of $1,000,000.00 (One Million Dollars) for bodily injury and property damage per occurrence and $1,000,000.00 (One Million Dollars) for bodily injury and property damage in the aggregate.

(b) Workers' Compensation with minimum limits as required by the Labor Code of the State of California.

At Client's request, Consultant shall deliver to Client, certificates evidencing all required policies. All such information regarding insurance coverage shall be deemed to be Confidential Information.

13. Late Charges. Consultant may charge a late fee of 1.5% per month on any payment due under this Agreement and not paid in full on the date due, and on any balance due and unpaid more than thirty (30) days after presentation of any statement or invoice from Consultant.

14. Notice. All notices required or permitted under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) two (2) days after having been sent by commercial express courier with written verification of receipt, or (c) on the earlier of receipt or seven (7) business days after having been sent by U.S. first class mail, return receipt requested, postage prepaid. The delivery address for any such notice shall be as follows:

Consultant: Tramutola LLC
Attn: Ann Tramutola
191 Ridgeway Avenue
Oakland, CA 94611

Client: San Leandro Unified School District
Paul Disario, Interim Asst. Superintendent
835 E 14th Street, Room 200
San Leandro, CA 94577

15. Survival. All terms and provisions hereof intended to be observed and performed by the parties after the termination hereof, shall survive such expiration or termination and shall continue thereafter in full force and effect, subject to applicable statutes of limitations. Provisions that shall survive include, without limitation, Sections 3, 7, 9, 10, 11, and 15 through 20, inclusive.

16. Severability. If a court of competent jurisdiction finds any provision of this Agreement void, illegal, invalid or unenforceable as applied to any person or circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void, illegal, invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business, and other purposes of such provision

17. Assignment Prohibited; Binding Effect; No Third Party Rights. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void. Notwithstanding the prior limitation, this Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement shall not create any rights or benefits to parties other than Client and Consultant. No third party shall have the right to rely on Consultant opinions rendered in connection with the Services without the prior written consent of Consultant.

18. Attorney Fees and Expenses. In the event of any action or proceeding arising from or related to this Agreement, the prevailing party shall be entitled to recover its costs including, without limitation, reasonable attorney fees and expenses.

19. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to any conflicts of law doctrine. In any action or proceeding brought to enforce this Agreement or any other claim arising out of or related to this Agreement, the exclusive venue shall be Alameda County, California. Each party submits to the exclusive jurisdiction of any state or federal court sitting in Alameda County, California and waives, to the maximum extent permitted by law, any and all rights, either substantive or procedural, which in any way limit or prevent enforcement of the terms of this Agreement.

20. Entire Understanding; Waiver; Modification. This Agreement constitutes the complete and exclusive statement of the agreement among the parties about the described subject matter. It supersedes all prior written and oral statements, including any prior representation or statement. No waiver or indulgence of any failure to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver of any right shall be construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing, signed by the party to be bound.