EDUCATIONAL TECHNOLOGY, RESEARCH AND LEADERSHIP PRACTICES AGREEMENT

THIS EDUCATIONAL TECHNOLOGY, RESEARCH AND LEADERSHIP PRACTICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____ 2016, by and between National Center for Education Research and Technology, Inc., a California corporation (hereinafter "NCERT"), and San Leandro Unified School District (hereinafter "District").

RECITALS

WHEREAS, NCERT links top performing superintendents from throughout the United States with leading business practitioners for the purpose of designing systems to promote leadership, research, and technology practices to enhance student success.

WHEREAS, the National Directors and Advisors of NCERT have nominated the District to participate in the education and technology research and professional development programs of NCERT.

WHEREAS, NCERT has demonstrated expertise in providing quality management, professional development and education research and technology services to school districts throughout the United States.

WHEREAS, the District desires to participate in the educational technology and research activities, professional development programs and various education and management services of NCERT.

WHEREAS, the services, programs and benefits associated with NCERT are not available (at any cost) through any public agency known by NCERT.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises, undertakings, representations, conditions and terms contained herein, the parties agree as follows:

1. Term of the Agreement. This Agreement shall become effective on June 1, 2016, and continue for three (3) years (the "Initial Term"). This Agreement shall be automatically extended, at the end of the Initial Term or any renewal period, for a renewal period of one year unless either party gives notification of termination to the other party ninety (90) days or more prior to the termination of the Initial Term or any renewal period thereafter.

2. Termination.

(a) By District. District may elect to terminate this Agreement upon the occurrence of any of the following events: (1) NCERT has materially defaulted on or materially breached any Section of this Agreement; (2) NCERT becomes insolvent, bankrupt or the subject of a receivership; (3) NCERT makes a general assignment for the benefit of creditors. Termination of the Agreement under this subsection shall not relieve District of its obligation to pay any financial obligation owed to NCERT.

(b) By NCERT. NCERT may elect to terminate this Agreement upon the occurrence of any of the following events: (1) District has materially defaulted on or materially breached any Section of this Agreement; (2) District becomes insolvent, bankrupt or the subject of a receivership; (3) District makes a general assignment for the benefit of creditors; (4) District has failed to pay, when due, any invoice or other financial obligation owing to NCERT by District; provided, however, District shall be first given a 15 day cure period, effective from the date the invoice is due and payable, to cure the nonpayment default before the Agreement shall terminate. Termination of the Agreement under this subsection shall not relieve District of its obligation to pay any financial obligation owed to NCERT.

3. Services. NCERT shall provide to or make available to the District the following services:

(a) Symposiums. NCERT shall plan and offer two annual Superintendent symposiums each year featuring outstanding presenters, facilitators and leaders. The cost of airline transportation (based on NCERT-established Travel Cap) up to five hundred dollars and no cents ($500.00), conference meals and conference lodging of the District's Superintendent for the symposiums shall be borne by NCERT as part of the Annual Fee paid by District. In the event the Superintendent cannot attend the symposium(s), there will be no refund of any portion of the Annual Fee (as defined below) to the District.

(b) Research and Report Thereon. NCERT shall conduct research on topic(s) selected, after collaboration with various superintendents from districts who have contracted with NCERT, and provide a written report to the District (hereinafter "Research"). The District may request additional copies of the reports for its use at prices set by NCERT (which will not exceed cost plus fifteen percent).

(c) Consulting Services. NCERT shall provide consulting services to the District for projects requested by the District ("Consulting Services"). Prior to any Consulting Services being performed, the Superintendent of the District and NCERT shall agree on the nature, scope and timing of the Consulting Services and agree on a budget for such services.

4. Fees. Annual Fee for Services. District shall be charged $6,950 for the services provided by NCERT to District under this Agreement ("Annual Fee"). District shall pay annually in advance. NCERT may increase the Annual Fee up to six percent per annum in order to account for inflation, increases in airline costs, and/or increases in hotel costs.

5. Ownership of Research by NCERT.

(a) Ownership. Full and exclusive rights and ownership of the Symposiums, Research and any Consulting Services as contemplated by Section 3 of this Agreement (and in any and all related letters patent, trademarks, copyrights, trade secrets, confidential information and any other proprietary rights which NCERT possesses or is entitled to as provided in this Agreement) shall be the sole property of NCERT. However, District shall retain a non-exclusive, perpetual license to any such Symposiums, Research or Consulting Services for its own benefit (but not for the benefit of any other school or school district, whether private or public).

6. Independent Contractor. NCERT is and shall at all times be an independent contractor and shall not be deemed an employee, partner or agent of District. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.

7. Other Agreements. This Agreement, including any and all exhibits hereto, contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. Each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement.

8. Modification of Agreement. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed both parties. The parties further agree that the provisions of this Section may not be waived except as herein set forth.

9. Forbearance - No Waiver. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

10. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

11. Dispute Resolution; Mediation; Arbitration.

(a) Dispute Resolution. It is the objective of the parties to establish procedures to facilitate the informal and inexpensive resolution of any and all disputes arising out of this Agreement by mutual cooperation and without resort to litigation. To accomplish this objective, the parties agree to follow the procedures set forth below if and when a dispute arises under this Agreement. The complaining party shall write a description of the alleged breach of the Agreement and send it to the other party by the manner set forth in the notice provision of this Agreement. This letter shall explain the nature of the complaint and refer to the relevant Sections of this Agreement upon which the complaint is based. The complaining party shall also set forth a proposed solution to the problem, including a specific time frame within which the parties must act. The party receiving the letter must respond in writing within ten (10) days of receipt with an explanation, including references to the relevant Sections of this Agreement and a response to the proposed solution. Within ten (10) days of receipt of this response, the parties must meet at a mutually acceptable neutral site in Orange County, California and discuss options for resolving the dispute. The complaining party must initiate the scheduling of this resolution meeting.

(b) Mediation. A settlement conference must be held within thirty (30) days of an unsuccessful resolution meeting. The settlement conference will be held at the local offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS"). The complaining party must contact JAMS to schedule a settlement conference within thirty (30) days of the dispute. The parties may agree on a retired judge from the JAMS panel. If the parties are unable to agree on a JAMS panel judge, JAMS will provide a list of the three available judges and each party may strike one name each. The remaining judge will serve as the mediator at the settlement conference. Neither party may initiate arbitration proceedings until mediation is completed.

(c) Arbitration. If the dispute is not settled by the settlement conference, the parties agree to submit the dispute to JAMS for final and binding arbitration. The parties may agree on a retired judge from the JAMS panel. If the parties are unable to agree, JAMS will provide a list of three available judges and each party may strike one. The remaining judge will serve as the arbitrator. The parties agree that arbitration must be initiated within two years after the claimed breach occurred and that the failure to initiate arbitration within the two-year period constitutes an absolute bar to the institution of any new proceedings. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate in accordance with the manner prescribed by the notice provision of this Agreement to all parties, including JAMS. The notice must contain a description of the dispute, the amount involved and the remedy sought. If and when a demand for arbitration is made by either party, the parties agree to execute a Submission Agreement, provided by JAMS, setting forth the rights of the parties if the case is arbitrated and the rules and procedures, including all evidence and discovery matters, to be followed at the arbitration hearing.

(d) Cost of Mediation and Arbitration. The prevailing party shall be entitled to recover the costs of the services provided by JAMS in connection with any and all mediation and arbitration under this Agreement. If there is no certain and definite prevailing party as determined by the JAMS judge, then the parties shall share the cost of the services provided by JAMS equally.

12. Successors. This Agreement shall bind and inure to the benefit of all successors, assigns, personal representatives, heirs and legatees of the respective parties.

13. Assignment Restricted. Neither party may assign this Agreement in whole or in part without the written consent of the other party, provided that NCERT may contract with other parties to provide services hereunder subject to District's prior written approval. Any delegation of duties under this Agreement by NCERT without District's prior written approval shall be deemed to be a material breach of this Agreement.

14. Indemnification. District shall indemnify NCERT and hold it harmless from any loss, claim or damage to persons or property, arising out of this Agreement, the Symposiums, Research or Consulting Services provided, including

attorney's fees, to the extent that such loss, claim or damage is not caused by the intentional acts of NCERT or from NCERT's breach of any material term of this Agreement. This indemnity survives any termination of this Agreement.

15. Failure to Perform. NCERT shall not be liable for any delay in performance due to force majeure, including strikes, accidents, acts of God, or other delays beyond the control of NCERT. If timely completion of any Symposium, Research or Consulting Services is prevented by any cause of force majeure, or any act of District, then such failure or delay shall not constitute default.

16. Severability. Each provision of this Agreement will be treated as a separate and independent clause, and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.

17. Injunctive Relief. Any breach of this Agreement likely will cause irreparable harm to NCERT for which money damages could not reasonably or adequately compensate NCERT. Accordingly, District agrees that NCERT will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if personally delivered upon delivery, or if mailed, when mailed by registered or certified mail, postage prepaid and properly addressed to the parties or their assignees at the following address (or at such address as shall be given in the manner herein provided), in which case it shall be effective five (5) days after the postmark date:

NCERT: Ms. Anita Johnson, President
National Center for Education Research and Technology, Inc.
22 Center Court
Laguna Niguel, CA 92677-5708
Facsimile (949) 495-0038

District: Mike McLaughlin, Superintendent
San Leandro Unified School District
835 E 14th St
San Leandro, CA 94577
Facsimile _____

Any party may change its address or telex or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

19. Counterparts. This Agreement may be executed in several counterparts each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

20. Attorneys' Fees. The parties will bear their own legal fees and costs in connection with the disputes, negotiations and document preparation leading up to and covered by this Agreement. If any party institutes any action (including mediation or arbitration), or proceeding in connection with this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment) and costs.

21. Ambiguity. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

22. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. Nondiscrimination. NCERT agrees that is will not engage in any unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, mental condition, marital status or sex of any such persons.

IN WITNESS WHEREOF, NCERT and District have executed this Agreement to be effective on the date first above written.

"NCERT"
National Center for Education Research and
Technology, Inc.

By: _____
Anita Johnson, President

"District"

By: _____