September 10, 2017

Dr. Kevin Collins
Assistant Superintendent
San Leandro Unified School District
835 E. 14th Street, Suite 200
San Leandro, CA 94577

RE: IMPLEMENTATION AGREEMENT

Dear Dr. Collins:

This letter shall constitute the Agreement (this "Agreement") pursuant to which Brailsford & Dunlavey, Inc. ("B&D") will provide implementation services to San Leandro Unified School District ("Client") with respect to the development of Measure J1 Bond Communications Support ("Project"). All references herein to the "Parties" shall refer collectively to B&D and Client. Any reference to "Party" shall refer singularly to either B&D or Client, where appropriate.

Background and Purpose

Client wishes to retain B&D to serve as Client's representative and primary interface with Measure J1 Bond Communications with respect to analyzing the Districts current website, developing a communications plan, process map, promotion content, and quarterly bond updates. In this capacity, B&D shall coordinate with the Districts representatives, program manager, architect, web master, consultants, etc. in a manner consistent with the scope of services outlined in Exhibit A. Whereas, Client desires to engage B&D for this purpose and B&D desires to perform the work. Now, therefore, in consideration of the foregoing, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally and equitably to be bound, mutually agree as follows:

Covenants, Terms, and Conditions

1. Scope of Work.

The specific tasks that B&D is to perform are set out in the attached Exhibit A, "Scope of Work, and Fees," which is incorporated herein by reference.

2. Staffing and Interaction.

B&D's Regional Vice President, Mark Newton, shall direct the overall work effort. Tyler Specht shall coordinate the day-to-day work, and B&D shall assign appropriate staff to provide assistance as necessary. B&D may reassign or substitute personnel upon consent by Client, which consent shall not be withheld unreasonably, or upon the unavailability of previously assigned personnel due to illness or other factors beyond B&D's control. Client shall provide B&D with timely input and feedback, as well as access to information, facilities, and other personnel upon reasonable request. Aaron Kerrigan shall serve as B&D's point of contact for purposes of providing instructions to B&D concerning this engagement. Client shall be deemed to have provided instructions to B&D only if Aaron Kerrigan communicated or confirmed such instructions to B&D within a reasonable period. Client may substitute another representative to serve as B&D's point of contact upon reasonable prior written notice to B&D.

3. Timetable.

B&D shall begin its work upon Client's delivery of an executed copy of this Agreement. B&D in conjunction with the Client shall develop a commercially reasonable schedule meeting all activities set forth in Exhibit A. Client shall devote its commercially reasonable efforts to providing timely and accurate information in accordance with Section 2 of this Agreement. Both Parties shall use their commercially reasonable efforts to coordinate specific dates for meetings with key participants and other events contemplated in Exhibit A. The Parties recognize, however, that it is not possible to guarantee target dates for the Project.

4. Compensation and Method of Payment.

A. For services rendered by B&D as specified in Section 1 and Exhibit A to this Agreement, B&D shall be compensated based on the fee schedule outline in Exhibit A.

B. In addition to Service Fees, B&D shall be reimbursed for approved out-of-pocket expenses incurred on Client's behalf, plus a ten percent (10%) administrative fee. Reimbursable expenses include, but are not limited to, postage, express delivery service, and photocopying and reproduction charges. B&D shall use its commercially reasonable efforts to minimize expenses consistent with B&D's professional standards for timely completion of quality work product.

C. Client shall compensate B&D based on services rendered in accordance with Section 4.A and Exhibit A of this Agreement. B&D shall submit to Client monthly invoices for fees and expenses calculated in accordance with Section 4.A and Exhibit A of this Agreement, together with any balance forward. B&D shall be entitled to assess a finance charge of "Prime

Rate" plus one percent (1%) for any fees and expenses that are not paid sixty (60) calendar days after the date of invoice. For purposes of this Agreement, Prime Rate means the interest rate offered from time to time by money center banks as published in the "Money Rates" section of The Wall Street Journal. Client shall designate a representative to serve as B&D's point of contact for the submission of invoices and questions concerning their payment status.

D. Notwithstanding anything to the contrary in this Agreement, B&D shall be entitled to additional compensation if, subsequent to its acceptance: (i) Client materially changes the Project's scope, objectives and/or timetable; (ii) Client otherwise requests or causes B&D to perform substantial additional services not contemplated in Section 1 and Exhibit A to this Agreement; or (iii) Client fails to provide instructions or requested information in a timely manner, makes substantial corrections to instructions or information previously provided, or makes personnel changes that materially affect B&D's performance of this Agreement. In such event, the Parties shall attempt to negotiate a modification or change order in accordance with Section 20 of this Agreement. In the absence of agreement regarding any of the foregoing, the Parties reserve their respective rights concerning the fair value of any services provided beyond the scope of Section 1 and Exhibit A of this Agreement.

E. Notwithstanding anything to the contrary in this Agreement, should B&D become involved in a claim, complaint, or other action involving Client as a result of B&D's work on the Project, and such involvement is not due to B&D's breach of this Agreement or its gross negligence or willful misconduct, then Client shall reimburse B&D for any reasonable legal, technology, travel, labor, and other direct costs incurred by addressing any such claim, complaint, or other action. Such reasonable costs include, but are not limited to, answering correspondences, court orders, or subpoenas; preparing testimony or documentation; reviewing records; providing testimony or interviews; or consulting with Client or Client's designees. Client agrees that these costs will be in addition to the fees and reimbursable expenses described in Section 1 and Exhibit A of this Agreement.

F. B&D's Federal Tax Identification Number is 52-1847085.

5. Rights to Work Product and Intellectual Property.

A. Client and B&D shall jointly own the copyrights to written documents authored by B&D in the course of work performed pursuant to this Agreement ("Work Product"). As author of Work Product, if applicable, B&D shall have the right to apply for copyright registration for all or portions of such product, and shall identify Client as joint copyright claimant in any such application. Each Party hereby assigns to the other Party a joint ownership interest and license in Work Product, together with Improvements to Work Product. As used herein, the

term “Improvements” means modifications or enhancements that either Party makes to Work Product directly or indirectly, whether or not such modifications or enhancements are entitled to copyright protection.

B. Client acknowledges that some of the materials included in the Work Product and Improvements are preexisting and were created in the normal course of B&D’s business. Client shall be entitled to use Work Product and Improvements for purposes of acting on information or recommendations contained therein, providing background information or guidance for any other project that Client seeks to evaluate, or any other purpose related to Client’s institutional mission. B&D shall be entitled to use Work Product and Improvements in the normal course of its ordinary business activities. B&D shall not, without Client’s prior written consent, disclose Confidential Information to any third party unless such disclosure is necessary to enable B&D to perform this Agreement, is part of a general statistical summary that does not single out Client, or is required by law. As used herein, the term “Confidential Information” means any information relating to Client or any of its employees, students, or other affiliated persons or legal entities that is not within the public domain or that Client has specifically designated as confidential by written notice to B&D.

C. Neither Party shall assign, grant, or license their copyright interests in Work Product and Improvements to any third party without the prior written consent of the other Party, which consent shall not be withheld unreasonably. Each Party shall cooperate with the other Party’s reasonable efforts to enforce copyrights in Work Product and Improvements against infringing third parties. If Client is required by law to release Work Product and Improvements to third parties, Client shall redact or otherwise protect B&D’s Proprietary Models (defined in Subsection 5.D below) to the fullest extent permitted by law.

D. Notwithstanding anything to the contrary contained in this Agreement, B&D shall retain ownership of all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions, and all other intellectual property rights relating to proprietary software, analytical models, methods, and techniques (“Proprietary Models”) B&D owns and uses in performing work pursuant to this Agreement. B&D hereby grants a nonexclusive license to Client to copy, display, distribute, and otherwise use Proprietary Models for Client’s own internal, noncommercial use provided that they are not provided to third parties without B&D’s prior express written consent.

6. Public Relations.

Client shall be solely responsible for the preparation and dissemination of press releases and other information concerning its assessments, objectives, and positions concerning the

Project. B&D shall be entitled to issue press releases, respond to media inquiries, and disseminate promotional materials concerning its engagement as a consultant to Client and attainment of key milestones. Any such communications shall be subject to the provisions of this Agreement relating to Confidential Information set forth in Section 5 above. B&D shall provide a draft of all written press and promotional material, or social media posts to Client at least five (5) business days prior to release. Client shall have the right to make reasonable revisions to such materials within such five-day period. In all events, Client shall provide written notification to B&D within the five-day period concerning any information Client does not wish disclosed.

7. Termination.

Either Party may terminate this Agreement for Cause (defined as a material breach of this Agreement, gross neglect of duty, or willful misconduct) after affording the other Party reasonable notice and opportunity to cure. Client may terminate this Agreement without Cause at any time upon sixty (60) calendar day's prior written notice to B&D. Notice of termination shall be provided by certified mail, return receipt requested, addressed to Mark Newton or Aaron Kerrigan as applicable. Upon termination without Cause, B&D shall receive payment for all outstanding invoices, completed work, work in process, and expenses incurred up to the date of termination. Upon termination with or without Cause, each Party shall be entitled to assert all claims and seek all remedies otherwise available to that Party in accordance with the Dispute Resolution procedures stated in Section 8 below. The Parties' respective rights and obligations under Sections 5 and 10 of this Agreement shall survive termination.

8. Dispute Resolution.

A. The Parties shall attempt to settle any dispute, disagreement, or claim arising out of, or in any way related to, this Agreement through good faith consultations between appropriate representatives of each Party. Subject to the provisions of Subsection 8.B below, any dispute, disagreement, or claim that is not resolved to the Parties' mutual satisfaction within thirty (30) days (or such longer period as may be mutually agreed at the time) from the date either Party invokes this provision through written notice to the other Party, shall be resolved through binding arbitration in Alameda County in accordance with the rules and procedures of the American Arbitration Association ("AAA"), as amended by this Agreement. The Parties shall share the costs of arbitration, including the fees and expenses of the arbitrator, equally unless the arbitration award provides otherwise. Each Party shall bear the legal fees and expenses incurred in preparing and presenting its own case. The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, the United States Arbitration Act ("USAA"), and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator's decision shall be final,

binding, and enforceable in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

B. Nothing in this Agreement shall be construed to prevent either Party from moving a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other emergency relief to restrain the other Party from releasing Work Product, Improvements, or Proprietary Models to a third party, or seeking to transfer intellectual property rights thereto, in contravention of Section 5 above. Each Party shall be entitled to assert damage claims in such proceedings.

C. Nothing in this Section 8 shall be construed to limit or otherwise affect the Client's right to terminate this Agreement with or without Cause pursuant to the provisions of Section 7 of this Agreement.

9. Independent Contractor.

In the performance of its duties and obligations under this Agreement, B&D is an independent contractor. Neither B&D nor any of its employees, agents, or subcontractors shall be considered employees, servants, partners, or joint venture partners of or with Client by reason of this Agreement.

10. Third-Party Claims.

Brailsford & Dunlavey, Inc. shall be held harmless against third-party claims, liability, and expenses (including judgments, penalties, fines, settlements, court costs, and awards of attorney's fees) arising from Client's gross negligence or willful misconduct in the course of performing this Agreement. Likewise, Client shall be held harmless against third-party claims, liability, and expenses (including judgments, penalties, fines, settlements, court costs, and awards of attorney's fees) arising from Brailsford & Dunlavey, Inc.'s gross negligence or willful misconduct in the course of performing this Agreement. Nothing is this Agreement shall be construed to require either Party to obtain insurance to protect the other Party against third party claims, liability, and expenses.

11. Insurance.

B&D represents and warrants that it maintains statutory worker's compensation insurance, any employer's liability insurance required by law, commercial general liability insurance in the amount of $1,000,000, and an umbrella policy of $5,000,000 covering personal and bodily injury, as well as property damage. Further, B&D maintains professional liability

insurance in the amount of $1,000,000. Upon execution of this Agreement, B&D will issue a Certificate of Insurance with the Client listed as additional insured. Prior to beginning any work under this Agreement, B&D will furnish Client with copies of all certificates of insurance.

12. Limitation of Liability.

Neither Party shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Section 5 above or as may be necessary to provide indemnification in accordance with Section 10 above against actions or claims asserted by third parties. B&D shall have no liability for the consequences of instructions or other communications conveyed directly from Client outside the system of meetings established by B&D for Project coordination. In no event shall B&D have any liability for scheduling delays, cost overruns, or design or construction defects occurring during Client's implementation of the Project.

13. Estimates and Projections – Not Applicable

14. Waiver.

No waiver of any of the terms of this Agreement or of any breach of its terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

15. Severability.

If any term, covenant, or condition contained herein is adjudged invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. No Personal Liability.

All actions or claims against either Client or B&D arising under or relating to this Agreement shall be made only against such Party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the entities assets of such Party.

17. No Third-Party Beneficiary.

The provisions of this Agreement are for the exclusive benefit of Client and B&D. Notwithstanding anything to the contrary contained in this Agreement, no third party may seek to enforce or benefit from the provisions of this Agreement.

18. Non-solicitation

In consideration of B&D's agreement to provide services pursuant to this Agreement through valued employees who may have specialized knowledge of B&D's trade secrets, intellectual property, and proprietary methods, Client covenants and agrees that, during the term of this Agreement and for a period of six (6) months from the later of the cancellation or completion of the Project, Client shall not, without B&D's prior express written consent, solicit or hire as an employee of Client, or solicit or retain as an independent contractor to Client, any current or former employee of B&D to perform professional services for Client that are substantially similar in nature and/or scope to the professional services that the person was assigned to perform on the Project while employed by B&D. This paragraph may be specifically enforced in any court of competent jurisdiction, and attorney's fees shall be awarded to B&D in any such enforcement action, regardless of any other provision of this Agreement.

19. Assignment; Subcontracting.

Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent. B&D shall be entitled to engage subcontractors to assist B&D in its performance of this Agreement with Client's prior written consent, which consent shall not be withheld unreasonably, provided that B&D's engagement of any subcontractor shall not relieve B&D of its obligations to Client under this Agreement or impose any liability or obligations upon Client to any such subcontractor.

20. Counterparts.

This Agreement may be executed in counterparts, and by each Party on separate counterparts, all of which together shall constitute one agreement binding on the Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart. Each Party represents and warrants that the person signing this Agreement on its behalf has full authority to bind such Party to the terms and conditions stated herein.

21. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict-of-laws or choice-of-law principles.

22. Entire Agreement; Modification.

This Agreement is the complete and exclusive statement of the Parties' agreement regarding the subject matter and supersedes all other agreements and communications with respect to its subject matter, including any inconsistent terms contained in a purchase order issued in regard to the subject matter. This Agreement may not be modified, amended, or waived in whole or in part, except by subsequent written agreement signed by Client and B&D.

The following exhibits are hereby incorporated into and made a part of this Agreement:

1. Exhibit A – Scope of Services

If the foregoing conforms to your understanding of our agreement, please sign where indicated below and return a copy to me. We look forward to a very pleasant and productive working relationship.

Sincerely,
BRAILSFORD & DUNLAVEY, INC.

Willard L. Mangrum
Executive Vice President

AGREED AND ACCEPTED

San Leandro Unified School District

By: _____

Title: _____

Date: _____

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF SERVICE

A. ANALYZE DISTRICT'S WEBSITE

Objectives of the Work Effort:

- B&D will visit the District's website - https://www.sanleandro.k12.ca.us/slusd - to analyze the website based on the following criteria: user experience, access to J1 Bond and school site information, display of announcements and calls to action, site design/layout, and site map.

B. DEVELOP A COMMUNICATIONS PLAN

Objectives of the Work Effort:

- B&D, in conjunction with the District, will draft a communications plan as outlined below
  - Overview
  - Stakeholder Analysis
  - Key Messaging
  - Communication Methods & Vehicles
  - Measuring Results

C. PROCESS MAP

Objectives of the Work Effort:

- B&D, in conjunction with the District and its respective consultants, will develop a process map that outlines a projects life cycle that will be used to communicate milestone activities for the respective projects.

D. MEASURE J1 PROMOTION CONTENT

Objectives of the Work Effort:

- In collaboration with the District and its consultants, B&D will develop a postcard to be disseminated internally and externally to school sites, communities, etc., providing an overview of the bond measure and its intended outcomes.

E. QUARTERLY BOND UPDATES

Objectives of the Work Effort:

- B&D will develop a draft update in the form of a Superintendent newsletter, in conjunction with the District and will post this to the main J1 Bond page in addition to progress updates on each of the J1 Bond project web pages.

F. QUALIFICATIONS & ASSUMPTIONS

1. The Communication Plan will be developed in Microsoft Word and provided as a PDF
2. All other documents will be provided as PDFs
3. The monthly newsletter is assumed to be no longer than two pages

4. The following are not included in our enclosed pricing, and will be considered additional services:

    - Costs associated with postage, reproduction, labeling, and mailing addresses for the postcards
    - Attending any community or site committee meetings
    - Redeveloping or creating new content for the District's website beyond the newsletter and process maps deliverables that will be uploaded and posted
    - Reproduction and printing costs
    - Translation services
    - Translation of process maps and/or postcards into a language other than English and related graphic updates to support the other language(s); note - these services also may require a third party firm
    - Efforts required to make documents ADA compliant for website posting and will be considered additional services.

FEE PROPOSAL

Analyze District Website	$2,560
Develop a Communications Plan	$6,400
Process Map	$18,560
Measure J1 Promotion Content	$5,120
Subtotal	$32,640
Quarterly Updates Cost	$6,400

HOURLY RATES

Project Executive	$183 / hr.
Project Manager	$160 / hr.
Communications Manager	$160 / hr.
Administrative Support	$85 / hr.

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