

SERVICES AGREEMENT

THIS AGREEMENT, effective August 1, 2023, by and between **MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT** (hereinafter “MVWSD”), a California school district, having an address at 1400 Montecito Avenue, Mountainview, CA 94043, and **WOODBERRY ASSOCIATES, LLC**, (hereinafter “WOODBERRY”) an Iowa limited liability company, having an address at 2020 K Street, NW Suite 505, Washington, D.C. 20006.

WHEREAS, WOODBERRY has expertise in providing strategic communications consulting services; and

WHEREAS, MVWSD desires to engage the services of WOODBERRY for the purpose of providing strategic communications consulting services for MVWSD; and

WHEREAS, WOODBERRY declares that it is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, the parties hereto agree as follows:

SECTION 1 - SERVICES

- 1.1 MVWSD hereby retains WOODBERRY to provide consulting services, during the term of this agreement, as specified in Exhibit A attached hereto.
- 1.2 WOODBERRY hereby accepts the obligations contained in this agreement and subject to terms and conditions hereinafter set forth agrees to provide the services.
- 1.3 In addition to the strategic communications consulting services that WOODBERRY shall provide, WOODBERRY may also provide additional services to be specified in the future, which may be agreed to between the parties in writing and subsequently incorporated into this Agreement. If MVWSD wishes to change the scope of the services contemplated to be covered by this agreement or wishes to obtain additional services not initially covered by this agreement, MVWSD shall so advise WOODBERRY and shall submit specifications to WOODBERRY. After receipt of the specifications, WOODBERRY shall promptly provide MVWSD with a cost estimate for performing the changed or additional services. Each work assignment shall be governed by the terms and conditions of this agreement and by such supplementary written amendments of this agreement or exhibits as may be, from time to time, executed between the parties. In the event of a conflict between the terms of this agreement and an exhibit, the terms of this agreement shall govern.
- 1.4 All services rendered by WOODBERRY under the terms of this agreement will be rendered in accordance with all applicable federal and state laws and regulations, including,

without limitation, the Federal Election Campaign Act of 1971, as amended, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, and the Lobbying Disclosure Act of 1995, as amended. Furthermore, in relation to the services WOODBERRY will provide under this Agreement, WOODBERRY will appropriately and timely file with governmental entities any and all disclosures and other reports as may be required by law or regulation. MVWSD agrees that WOODBERRY will rely on the legal advice provided by and paid for by the MVWSD in compliance with federal and state laws and regulations. In addition, WOODBERRY shall maintain a record retention protocol that is necessary for compliance with state and federal statutes and rules, including but not limited to the retention of billing records, time sheets, lobbying records, bank statements, and tax documents.

SECTION 2 - COMPENSATION AND EXPENSES

- 2.1 MVWSD shall pay WOODBERRY, and WOODBERRY agrees to accept for the services to be performed under this agreement, \$15,000 per month. This fee is the maximum amount due under this agreement for all work done during the term of this agreement except for reasonable expenses as specified in subsection 2.2, unless agreed otherwise in writing by the parties.
- 2.2 Upon receipt by MVWSD of copies of receipts or other appropriate evidence of expenditures by WOODBERRY, MVWSD shall reimburse WOODBERRY for reasonable travel expenses (airfare, ground transportation, lodging and meals) for travel, and other expenses incurred by WOODBERRY at the request of MVWSD in rendering services hereunder.
- 2.3 WOODBERRY's federal I.D. number is 20-5370932. It is agreed that WOODBERRY is responsible for the payment of any taxes. MVWSD will report payments made to WOODBERRY as required by applicable federal, state or local tax law or regulations.

SECTION 3 - CONFIDENTIALITY

- 3.1 With respect to any and all information acquired by WOODBERRY from MVWSD, as a result of this agreement or from performance of the services to be rendered hereunder, WOODBERRY agrees that it will not use said information other than for the purposes of this agreement, and will not disclose any of said information to any third party except to those of its employees and agents who need to know such information and from whom WOODBERRY has secured an agreement to be bound by the confidentiality obligations hereof, for a period of five (5) years. The foregoing obligation shall not apply to information:
 - (1) which can be shown to have been known to WOODBERRY prior to its receipt from MVWSD;
 - (2) which is or lawfully becomes generally known to the public;

- (3) which is lawfully acquired from third parties who have a right to disclose such information;
- (4) which by mutual written agreement is released from a confidential status; or
- (5) which WOODBERRY is required by law to release, provided that MVWSD is given advance written notice of such requirement by WOODBERRY so that MVWSD may contest or limit such release.

3.2 The terms of this Section 3, and the parties' obligations hereunder, shall survive termination or expiration of this agreement and the completion of the services hereunder.

SECTION 4 - TERM AND TERMINATION

4.1 This agreement shall be effective from the date shown above and shall thereafter remain in full force and effect until July 31, 2024.

4.2 In the event that either party commits a breach or default in any of the terms or conditions of this agreement and that party fails to remedy that default or breach within thirty (30) days after receipt of notice of that breach from the other party, the party giving notice may, at its option terminate this agreement by sending written notice of termination to the other party. MVWSD, however, shall have the right to terminate this agreement (for other than default or breach by WOODBERRY) at any time by giving appropriate written notice at thirty (30) days prior to the desired termination date. Upon receipt of notice of termination, WOODBERRY shall cease performance of the services unless requested otherwise by MVWSD. The obligations of WOODBERRY under Sections 3, 8 and 9 of this agreement will survive termination of this agreement.

4.3 All data and other information resulting from the services shall be the sole property of MVWSD and shall be subject to MVWSD's exclusive use, commercial or otherwise. Upon the termination of this agreement or the services for any reason, WOODBERRY shall immediately deliver to MVWSD (or, at MVWSD's direction, destroy) any and all data, results and other information, in WOODBERRY's possession.

SECTION 5 - PUBLICITY AND PUBLICATION

5.1 WOODBERRY may disclose that MVWSD has retained WOODBERRY for professional services unless MVWSD requests that such disclosure may be made.

5.2 Such limitations shall not apply to disclosures which MVWSD or WOODBERRY are required by law to make.

SECTION 6 - INDEPENDENT CONTRACTOR

6.1 WOODBERRY shall perform the services under this agreement only as an independent contractor, and nothing contained herein shall be construed to be inconsistent with that

relationship or status. WOODBERRY, its employees, or agents shall not be considered employees or agents of MVWSD. This agreement shall not constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organization of any kind.

SECTION 7 - FORCE MAJEURE

7.1 Neither MVWSD nor WOODBERRY shall be liable for delays in performing or any failure to perform any of the terms of this agreement caused by the effects of fire, strike, war (declared or undeclared), insurrection, government restriction or prohibition, force majeure or other causes reasonably beyond its control and without its fault, but the party failing to perform shall use all reasonable efforts to resume performance of this agreement as soon as feasible. Any episode of force majeure which continues for forty-five (45) days from the date of notification of its existence shall give the non-affected party the right to terminate this agreement upon fifteen (15) days additional written notice.

SECTION 8 - LIABILITY

8.1 WOODBERRY shall be liable for the reimbursement of actual, proven and direct expenses incurred by MVWSD solely as a result of WOODBERRY's negligence or willful misconduct in the performance of the services hereunder, provided, however, that MVWSD demonstrates such actual and direct expenses by competent proof. The sole remedy of MVWSD for any breach or default under this agreement by WOODBERRY which is not cured by WOODBERRY within the requisite cure period shall be limited to termination of this agreement as herein provided and those specific expenses set forth in the immediately preceding sentence. In no event shall WOODBERRY be liable for special or consequential damages.

8.2 WOODBERRY shall have the right to hire a subcontractor to provide the services under this Agreement; provided, however, that such subcontractor agrees to abide by the terms substantially the same as the terms herein.

SECTION 9 - COMMUNICATIONS AND PAYMENTS

9.1 Checks will be made payable to: "WOODBERRY ASSOCIATES, LLC" and be sent to:

P.O. Box 670
Bettendorf, IA 52722

Company Tax Identification Number: 20-5370932

9.2 Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date it is:

- (a) delivered by hand; or
- (b) received by Registered or Certified Mail, postage prepaid, return receipt requested;

If to WOODBERRY ASSOCIATES:

Brian Kennedy
2020 K Street., NW, Suite 505
Washington, DC 20006

If to MVWSD:

Ayindé Rudolph, Ed.D.
Superintendent
1400 Montecito Avenue
Mountainview, CA 94043

SECTION 10 - MISCELLANEOUS

10.1 Assignment

Neither party shall have the right to assign this agreement or any of the rights or obligations hereunder without the prior written consent of the other party, except that MVWSD may assign this agreement to an affiliate or a subsidiary or a successor to that area of its business to which this agreement is related.

10.2 Indemnification

WOODBERRY shall be responsible for all services to be provided under this agreement. WOODBERRY warrants that all services under this agreement shall be performed and completed in a professional, ethical, and competent manner. WOODBERRY agrees to indemnify MVWSD and hold it harmless from any cost or expenses, including attorney fees, resulting from any and all liability or loss arising the negligent performance of services under this agreement.

MVWSD shall indemnify and hold WOODBERRY, its employees, directors, officers, and agents harmless against any and all claims, demands, liabilities, actions, damages, costs, and expenses (including attorneys' fees, court costs, and other expenses of litigation) (i) attributable to the MVWSD's acts, negligence, misconduct or breach of this agreement, or (ii) any action taken (or not taken) by WOODBERRY at the instruction of MVWSD or for the benefit of MVWSD.

10.3 Entire Agreement; Modification

This agreement constitutes the entire agreement between the parties on the subject matter and supersedes all prior contracts, agreements and understandings relating to the same subject matter between the parties. The parties intend this agreement to be a complete statement of the terms of their agreement, and no change or modification of any of the provisions of this agreement shall be effective unless it is in writing and signed by a duly authorized officer of WOODBERRY and MVWSD.

10.4 Choice of Law

This agreement shall be governed by the laws of the State of Iowa, without regard to its conflict of laws rules.

10.5 Counterparts

This Agreement is executed in two counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

10.6 Exhibits

This agreement between the parties shall be considered a basic agreement, the terms and conditions of which shall apply to each exhibit agreed upon by the parties. Exhibits are hereby incorporated into this agreement.

IN WITNESS WHEREOF, the following have caused this agreement to be executed by their respective duly authorized representatives effective as of this day and year above written.

ACKNOWLEDGED AND AGREED:

MVWSD, INC

DocuSigned by:

By: *Ayinde Rudolph*
A28F1E409E0B44D...
Ayindé Rudolph, Ed.D.
Superintendent

Date: 7/11/2023

WOODBERRY ASSOCIATES, LLC

DocuSigned by:

By: *Brian Kennedy*
6582EFC068C84B5...
Brian Kennedy
President

Date: 7/11/2023

Exhibit A



TO: Ayindé Rudolph, Ed.D., Shelly Hausman, Mountain View Whisman School District
FROM: Amanda Conschaffer, Woodberry Associates
DATE: July 11, 2023
RE: Communications Strategy & Support – Scope of Work

Communications Strategy & Content

From August 2023 through July 2024, Woodberry will continue working alongside Mountain View Whisman staff to spotlight the district’s innovative leaders and initiatives.

In addition to serving as added capacity for the in-house communications team, Woodberry will identify and pursue opportunities for earned media and thought leadership related to the district’s pioneering efforts on teacher and staff housing, digital equity and other priorities. Woodberry will also produce educational content and advise on earned media, social media and community outreach related to the Shoreline tax district and school funding challenges.

Message Development

Woodberry will:

- Mine for details and insights about Mountain View Whisman’s initiatives
- Explore how Mountain View Whisman’s successes weave into larger media narratives on education such as teacher shortages, recovering from COVID learning loss and addressing education disparities

Content Development

Woodberry will, as needed:

- Create roadmaps, profile pieces, case studies or Q&A documents to highlight district leaders and initiatives
- Draft press releases, statements and other media documents to elevate district successes for trade, local, state or national media outlets

Media Outreach

Using narratives and materials developed with input from the Mountain View Whisman team, Woodberry will work to engage the media through one or more of the following:

- Identifying opportunities to spotlight Mountain View Whisman’s successes in print, online, TV and radio media outlets, both locally and nationally
- Offering ongoing guidance about press tactics and media strategy
- Creating talking points for key spokespeople
- Supporting media training in advance of interviews and events

Thought Leadership Opportunity Monitoring

Woodberry will actively seek opportunities to highlight Mountain View Whisman's successes by:

- Identifying speaking opportunities at education conferences, thought-leadership summits and association meetings
- Developing and supporting presentation slide decks and talking points
- Supporting speaker preparation prior to the event

Surge Support

Woodberry will also provide added capacity for Mountain View Whisman during times when a high demand is placed on the in-house communications team, such as open enrollment or back-to-school.

Regular Consultant Communications / Check-Ins

Woodberry will provide the following reports and check-ins as part of this engagement:

- Weekly check-in calls with the Mountain View Whisman School District team
- Weekly email updates on Woodberry activity
- Quarterly summary reports

Compensation

Clients compensate Woodberry Associates based on a negotiated contract that establishes a fee commensurate with the level of services provided. In addition, Woodberry Associates and a client may negotiate pricing on a menu of additional services to be provided as needed.

For the core services described herein, Woodberry Associates proposes that the Mountain View Whisman School District enter an annual Services Agreement with a monthly consulting fee of \$15,000, billed monthly at the first of each month.

About Woodberry Associates

Established in 2006, Woodberry Associates is a Washington, DC-based public affairs firm dedicated to helping organizations transform bold goals into measurable gains. Made up of former political operatives, former congressional and executive staff, and communications professionals, Woodberry Associates offers strategic communications, consulting and management services to advocacy coalitions, trade associations, professional societies, think tanks and corporations.

To learn more about Woodberry Associates, visit WoodberryAssociates.com or contact Ryan Gough at rgough@WoodberryAssociates.com.