ENGAGEMENT AGREEMENT

This Engagement Agreement ("**Agreement**") is made effective as of August 19, 2026 (the "**Effective Date**") by and between the undersigned client ("**Client**"), and TeamCivX, LLC, a California limited liability company ("**Consultant**").

1. Services and Compensation.

1.1. Services. Subject to the terms and conditions set forth in this Agreement, Client hereby engages Consultant to perform those services (collectively the "**Services**") listed on Exhibit A attached hereto and incorporated herein by reference.

1.2. Compensation. In consideration for the Services, Client will pay Consultant the fees and other amounts set forth on Exhibit B (collectively the "**Fees**").

2. Term; Termination. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until September 30, 2026. Either party may terminate this Agreement at any time, for any reason, by giving ten (10) calendar days' advance written notice to the other party.

3. Compliance with Applicable Laws. Client will comply with all applicable laws and regulations, including without limitation any applicable public disclosure and other applicable laws governing the expenditure of public funds. Client will not request or direct that Consultant provide any services or other act or omission which may constitute a violation of applicable law. Client, not Consultant, is responsible for determining whether the Services performed by Consultant under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Consultant does not provide any assurance, guidance or advice with respect to legal compliance.

4. Indemnification and Limitation of Liability. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party and its affiliates and their respective officers, directors, managers, members, employees, agents, successors and permitted assigns (collectively, the "Indemnified Parties") from and against any and all third-party claims, losses, liabilities, damages, judgments, awards, penalties, fines, settlements, costs or expenses (including reasonable attorneys' fees, expert witness fees and court costs), to the extent arising out of or related to (a) any breach of this Agreement by the Indemnifying Party, (b) any negligence, willful misconduct, fraud or other improper act or omission of the Indemnifying Party or its employees, contractors or agents, or (c) any violation of applicable law by the Indemnifying Party.

Without limiting the foregoing, Client shall indemnify and hold harmless Consultant and its affiliates and their officers, directors, managers, members, employees, agents, successors and permitted assigns from and against any third-party claim, loss, liability, damage, cost or expense (including reasonable attorneys' fees, expert witness fees and court costs) arising out of or related to (i) any infringement of any patent, copyright, trademark, trade secret or other proprietary right related to any material Client or its representatives provided to Consultant, or (ii) Client's determination, approval, authorization, publication, distribution or use of the Services as permissible informational activities under applicable law, except to the extent such claim, loss, liability, damage, cost or expense

arises from Consultant's negligence, willful misconduct, fraud, breach of this Agreement or violation of applicable law.

Consultant's maximum liability arising out of or related to this Agreement or the Services shall not exceed the Base Consulting Fee (as defined in Exhibit B) actually paid by Client to Consultant for the Services. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE, CHOATE OR INCHOATE, OF ANY KIND WHATSOEVER, OR FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THE IMMEDIATELY PRIOR SENTENCE SHALL NOT APPLY TO DAMAGES ARISING FROM THE FRAUD OR WILLFUL MISCONDUCT OF CONSULTANT.

5. Proprietary Rights. The ideas, improvements, inventions, discoveries, processes, developments, designs, know-hows, data, materials, works of authorship and all other intellectual property rights related thereto that Consultant conceives of, develops, or reduces to practice in the performance of Services are the exclusive property of Consultant. The specific deliverables made for and provided by Consultant to Client in connection with the Services will belong exclusively to the Client.

6. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint employer, joint venture, business opportunity or any relationship other than an independent consulting relationship between Client and Consultant. Under no circumstances shall Consultant to be responsible in any manner for the debts and obligations of Client.

7. Limited Warranty. Consultant warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. Consultant makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of any ballot measure, proposition or vote, or the absence of unintended consequences. Consultant makes no warranty concerning, and is not responsible for, any Services performed by third parties. To the full extent permitted by law, all implied warranties are hereby excluded.

8. Arbitration. To the fullest extent permitted by law, any dispute arising out of or related to this Agreement, the Services or the Fees shall be settled by binding arbitration administered by the JAMS Arbitration in San Francisco, California under its Streamlined Arbitration Rules that are in effect at that time ("Rules"). In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs in addition to any other recovery to which it is entitled. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based.

9. Miscellaneous. Along with the exhibits attached hereto, this is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, representations, promises and understandings of the parties (whether verbal or written) relating to such subject matter. Any changes, amendments, modifications or waivers to this Agreement shall not be effective unless in writing and signed by both parties. Client shall not assign, transfer or subcontract any rights or obligations under this Agreement (including, without limitation, by way of a merger, reorganization, default operation of law, or otherwise) without the prior written consent of Consultant. This Agreement may be executed in two or more counterparts, including by electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by hard copy, email, fax or other electronic transmission. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. In any action or proceeding arising out of or related to this Agreement or the amounts due to Consultant hereunder, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party. Any notice required or permitted hereunder shall be given in writing by electronic mail and addressed to the party to be notified at the address below, or at such other address or e-mail address as the party may designate by 10 days' advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT	**CLIENT**
TeamCivX, LLC, a California limited liability company	Reed Union School District, a California public school district
Sign: 	Sign:_____
Print: Charles Heath	Print:_____
Title: Partner	Title: _____
Email Address for Notices: cheath@teamcivx.com	Email Address for Notices: _____

Exhibit A

SERVICES

I. Public Information. Consultant shall perform the following Services as needed and requested by Client to raise awareness of Client's funding needs and ballot measure:

A. Develop informational messaging and fact sheets to be distributed at school and community events;

B. Provide talking points, frequently asked questions and a message training for Client;

C. Provide content related to Client's funding needs and ballot measure to be added to Client's website, used in social media, included in email updates and added to newsletters;

D. Prepare PowerPoint presentation for public and community meetings;

E. Write, design, and produce mailings and advertising to inform local residents (priced separately, not included in fees, see Exhibit B);

F. Develop strategies and plans to inform internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, and others; and

G. Develop strategies and plans to inform external groups including elected leaders, business leaders, city leaders, faith community leaders, taxpayer groups and others.

Exhibit B

FEES

I. Base Consulting Fee. As compensation for the Services, Consultant shall be paid a "Base Consulting Fee" of $7,500. The Base Consulting Fee shall be payable within thirty (30) days of receipt of invoice.

II. Media and advertising goods and services shall be purchased or rented from Consultant by Client according to the agreed upon schedule of prices, which summarized below. The schedule of prices lists the entire cost of purchasing or renting media goods and services from Consultant. Consultant shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to Consultant, or to the third party vendor at the discretion of Consultant. Consultant shall submit to Client a monthly report of such expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses.

Cost of Informational Brochure Mailing

Estimated Number of Registered Voter and Parent Households: 5,500

Estimated Total Cost: $9,250 per mailing

Price is per unique mailing to the universe of households estimated above. Price includes design, prepress, printing, address data, addressing, sorting, post office delivery, non-profit bulk postage and sales tax. Additional pricing available upon request.

III. Reimbursable Expenses. Client shall reimburse Consultant for expenses incurred by Consultant in connection with the performance of the Services including, but not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, and other out-of-pocket expenses. Consultant shall submit to Client a monthly report of such reimbursable expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses. Consultant shall not incur any expenditure on Client's behalf in excess of $1,000 without verbal or written approval from Client. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.

IV. Interest For Late Payments. In addition to all other rights and remedies under this Agreement or applicable law, any amount not paid when due will accrue interest at the lesser of 1% per month or the maximum legal rate until paid in full.