



MASTER SERVICES AGREEMENT

This master services agreement ("Agreement"), dated June 9, 2025 ("Effective Date"), is entered into by and between **STRATEGIES 360, INC.** ("S360" or "Consultant") with its principal address at 2200 6th Avenue, Suite 780, Seattle, Washington, 98121, and Mercer Island School District ("Client"), with its principal address at 4160 86th Ave SE, Mercer Island, WA 98040, being collectively referred to as the ("Parties").

- 1. **Scope of Work.** Client has engaged Consultant to perform such services as may be agreed upon from time to time by the Parties (the "Services"). Specific services will be detailed in separate Statements of Work, each forming an Addendum to this Agreement, to ensure clear expectations and responsibilities. The initial Statement of Work is attached hereto as Addendum 1.
- 2. **Contract Administration; Communications.** Consultant's employees will be responsible for performing the Services under this Agreement. Client and Consultant shall identify and maintain a mutually agreeable communication process to keep Client fully and currently informed about the Consultant's activities on behalf of the Client. Consultant will work closely with other consultants, team members, and related organizations and individuals as designated by the Client and as necessary to accomplish the Client's objectives.
- 3. **Term and Compensation.** This Agreement commences on the Effective Date and shall remain in effect until terminated by either Party per paragraph 3.g. Detailed terms regarding the term and compensation for Services will be provided in each Statement of Work.

a. **Invoicing.** Invoicing for recurring fees, such as monthly retainers, will occur at the beginning of each month unless otherwise provided in the Statement of Work. Hourly-based services are invoiced by the 10th of the following month of service. Expenses will either be invoiced separately or included on the next monthly invoice. The Client must pay in advance for any third-party media buys or content purchases, and will be invoiced before the start of services and any ad placements. Any other fee arrangements shall be provided in the Statement of Work. Any questions may be sent to finance@strategies360.com.

b. **Remittance.** Payment terms are Net 15. For any balances overdue, the Consultant may apply a late interest charge of 2% per month on the outstanding balance or the maximum rate allowed by law, whichever is lower. S360 accepts the following payment methods:

ACH *Preferred KeyBank National Association – Checking – Strategies 360, Inc. BANK ACCOUNT remittance@strategies360.com	
Check. Checks should be mailed to PO Box 84851, Seattle, WA 98124	
Credit Card. A transaction fee of 3% will be charged	

c. **Taxes.** Consultant's fees do not include applicable sales or excise taxes associated with the Services. Unless otherwise provided in the Statement of Work, Client is responsible for any such applicable state or local sales or excise taxes.

d. **Costs.** Except as otherwise provided, Consultant's fees do not include additional costs such as creating and printing materials, stock photography or videography, conducting public opinion

research (e.g., polling), and providing other strategic and support services as requested by the Client. All costs are subject to a 15% markup.

e. **Expenses.** Client shall reimburse Consultant for expenses incurred in performing the Services, including, but not limited to, transportation and travel costs, food, lodging, parking, and automobile mileage at the applicable federal rate per business mile. Consultant shall obtain advanced approval from the Client for anticipated travel-related expenses exceeding \$500.

f. **Annual Rate Adjustments.** Consultant reserves the right to increase recurring fees and hourly rates annually, on a calendar year basis, by up to 5%.

g. **Termination and Notices.** Either Party can terminate any open Statement of Work or the entire Agreement without cause by providing the other Party 30 days' written notice. Notices to Consultant must be provided via email to contracts@strategies360.com. Upon termination, Consultant will invoice Client for any pro-rated fees, unbilled hours, unbilled expenses, and, if applicable, a termination fee. An early termination fee will apply to project-based services such as creating marketing materials, logos, print, web pages, digital media, video, or other creative services. This fee compensates for substantial reservation of resources by the Consultant, limiting personnel availability for other client projects. The Parties agree that it would be difficult and impracticable to calculate the actual damages resulting from such lost opportunities and that a fee of up to 50% of the project fee represents reasonable liquidated damages, and not a penalty, for early termination.

4. **Confidentiality.** Consultant will keep confidential all proprietary information and materials designated as such by Client or that should be reasonably understood as confidential, except as required by law. This includes data, strategies, and client details. Upon termination of this Agreement, the Consultant will return all such materials to the Client. Both parties agree to maintain confidentiality during and after the term of this Agreement unless written consent is provided for disclosure.

5. **Conflict of Interest.** The Consultant has performed an internal conflict of interest check and determined that there is no conflict of interest under the Consultant's policy between the work to be performed under this Agreement and the work performed for other clients of the Consultant's state or local branch office managing this Agreement. Consultant shall advise if such a conflict arises in the future.

6. **Intellectual Property.** Upon completion of work and full payment of all fees, Consultant grants Client the rights to use and modify the delivered content. All other intellectual property rights remain with the Consultant. For services related to trademarks and copyrights, full rights transfer to Client upon full payment; however, Consultant retains the right to use such trademarks for marketing and education. Client is responsible for all costs related to trademark and domain name clearances, registrations, and ensuring non-infringement of third-party rights. Client will indemnify Consultant against any infringement or other claims related to materials provided by Client.

7. **Independent Contractor.** The Consultant is an independent contractor in all services performed under this Agreement. The Consultant is not an employee of Client under the meaning or application of any federal or state unemployment insurance or workers' compensation laws, and the Consultant shall assume all liabilities and obligations imposed by any one or more of such laws. Consultant will work with the Client to determine the time, place, and manner in which it will accomplish its services.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and the Consultant in regard to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto. No

agreements hereafter made between the parties shall be binding on either Party unless reduced to writing and signed by authorized representatives of the parties.

9. Governing Law and Venue. This Agreement will be governed and construed by the laws of the State of Washington applicable to agreements made and to be entirely performed within the State of Washington, without resort to its conflict of law provisions. The state or federal court in King County, Washington, will be the jurisdiction where any suits should be filed if they relate to this Agreement.

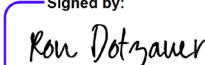
10. Non-Solicitation of Consultant Employees. During the Term of this Agreement and for a period of one (1) year after the termination of this Agreement, neither Party will solicit, induce, recruit, nor encourage directly or indirectly (nor will they direct, encourage, or assist anyone else to solicit, induce, recruit or encourage) any of the other Party's employees to terminate their employment to work elsewhere or to provide any services as a contractor directly or to others.

11. Indemnification, Liability, and Warranty. Client shall indemnify Consultant against all claims arising from Client's misconduct, negligence, or breaches of this Agreement. Consultant shall indemnify Client against claims resulting from Consultant's breaches. The Consultant's liability, including that of its directors, officers, employees, agents, and affiliates, shall be limited to the fees paid under this Agreement for any damages incurred, whether in contract, tort, or otherwise. The Consultant will not be liable for lost data, profits, business interruptions, or any indirect or consequential damages, regardless of any prior advisories. Services are provided "AS IS" without any express or implied warranties, including those of merchantability or fitness for a particular purpose. All liabilities, except for the net profits earned by the Consultant from this Agreement, are disclaimed, including for indirect, special, incidental, punitive, or consequential damages.

12. Electronic Signature and Counterparts. This Agreement may be signed electronically by either Party. It may be executed in counterparts by exchange of signature pages via email or other electronic means, which will be deemed an original and all of which will together constitute the same instrument.

By executing this Agreement, each signatory affirms that they have read, understand, and agree with its terms and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

STRATEGIES 360, INC.

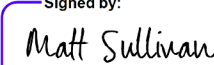
Signed by:

 By: E33291E52224DD
 Ron Dotzauer, CEO

Date: 6/24/2025

Tax Classification: S-Corporation

Federal Tax ID: TAXPYR INFO

Mercer Island School District

Signed by:

 By: EC8F6F5CBDD44AA
 Matt Sullivan, CFO/COO
 Mercer Island School District

Date: 6/24/2025



ADDENDUM # 1 STATEMENT OF WORK

Master Services Agreement Date	Consultant	Client
June 9, 2025	Strategies 360, Inc.	Mercer Island School District

Project Name	Start Date	End Date
Representative Community Survey (Quantitative)	August 1, 2025	October 1, 2025

Fees	Invoicing Schedule	Payment Terms
\$28,000	\$14,000 will be billed at the start of the project. The remaining \$14,000 will be billed at the completion of the project.	Net 15

Consultant – Project Manager	Consultant – Financial/Billing Contact
Name: Craig Kanaya	Janice Leevin: janicel@strategies360.com

Client – Project Manager	Client – Financial/Payables Contact
Name: Matt Sullivan	Name: Oanh Garvik Submit Invoices To: ap@mercerlandschools.org

Scope of Work
Representative Community Survey (Quantitative) We would conduct a robust and representative survey of 400 interviews of adult residents in the school district, allowing us the opportunity to break down the results by various demographic groups of interest: gender, parental status, household income, neighborhood/zip code, men and women, parents and non-parents, high-income residents and low-income residents, racial/ethnic identities, and so on. We believe that survey interview methods must “meet residents where they exist” - meaning we conduct mixed-mode interviewing including live interviewer calls to landlines and cellphone, and text message-to-web hosted surveys. Our research provides districts with deep understanding of their community’s priorities, perceptions and openness to information, helping guide communications in advance of key initiatives and throughout the year. * Any survey does not include cost of survey postcards and survey inducements such as gift cards or raffles. The prices are inclusive of all research, analysis, and strategic consulting costs: research instrument design, recruitment, data collection, monitoring, moderation, data processing, toplines, crosstabs, and a comprehensive analysis report. The prices are inclusive of all Strategies 360 research staff time devoted to the preparation, analysis, and delivery of such services. Printing and travel costs will be billed at cost and in addition to the contract amount. Any additional expenses will be approved in advance.

The Master Services Agreement provides provisions regarding additional taxes, costs, and expenses. Any services outside of this Statement of Work and the fees related thereto shall be defined in a separate Statement of Work.

STRATEGIES 360, INC.

Signed by:
By: Ron Dotzauer
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Ron Dotzauer, CEO

Date: 6/24/2025

MERCER ISLAND SCHOOL DISTRICT

Signed by:
By: Matt Sullivan
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Matt Sullivan, CFO/COO

Date: 6/24/2025

**ADDENDUM # 2
STATEMENT OF WORK
ADDENDUM # 1
STATEMENT OF WORK**

Master Services Agreement Date	Consultant	Client
June 9, 2025	Strategies 360, Inc.	Mercer Island School District

Project Name	Start Date	End Date
Demographic and Election Analysis	June 16, 2025	July 30, 2025

Fees	Invoicing Schedule	Payment Terms
\$4,000	The full amount will be billed at the completion of the project.	Net 15

Consultant – Project Manager	Consultant – Financial/Billing Contact
Name: Craig Kanaya	Janice Leevin: janicel@strategies360.com

Client – Project Manager	Client – Financial/Payables Contact
Name: Matt Sullivan	Name: Oanh Garvik Submit Invoices To: ap@merceraislandschools.org

Scope of Work
Public agencies often need data to answer critical questions around funding measures. Strategies 360 provides our clients with data from past elections to help provide "the lay of the land" by visualizing past election results and looking at demographic trends within the district. Analysis includes a set of past election results mapped out over a high-definition precinct map, including roads and other landmarks for easiest reference. Districts can see past election and referendum results down to the neighborhood level, can make an informed decision about when to place a measure on ballots. This includes demographic information from the Census and voter registration rolls. Data sourcing: - We gather historical election data, voter registration records and demographic insights from sources such as the Census Bureau and King County Elections - This includes precinct-level election results from past levy and referendum votes. It will also include general election results

- We analyze key demographic indicators to assess voting patterns
- By cross-referencing voter rolls with census data, we identify shifts in voter composition and forecast potential turnout for future elections

Mapping and visualization:

- Using GIS mapping tools, we overlay election results onto high-resolution precinct maps
- These visualizations help identify trends in voter behavior, turnout patterns and geographic areas of strong or weak support

Analysis:

- We review past levy and referendum results to understand when similar measures have succeeded or failed

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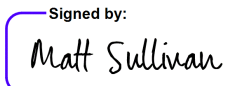
STRATEGIES 360, INC.

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 Ron Dotzauer, CEO

Date: 6/24/2025

MERCER ISLAND SCHOOL DISTRICT

Signed by:

 By: FC8F6F5CBDD44AA
 Matt Sullivan, CFO/COO

Date: 6/24/2025

ADDENDUM # 3
STATEMENT OF WORK
ADDENDUM # 1
STATEMENT OF WORK

Master Services Agreement Date	Consultant	Client
June 9, 2025	Strategies 360, Inc.	Mercer Island School District

Project Name	Start Date	End Date
Communications Assessment	June 16, 2025	October 1, 2025

Fees	Invoicing Schedule	Payment Terms
\$4,000	The full amount will be billed at the completion of the project.	Net 15

Consultant – Project Manager	Consultant – Financial/Billing Contact
Name: Craig Kanaya	Janice Leevin: janicel@strategies360.com

Client – Project Manager	Client – Financial/Payables Contact
Name: Matt Sullivan	Name: Oanh Garvik Submit Invoices To: ap@merceraislandschools.org

Scope of Work

A communications assessment is a structured evaluation of an organization's capacity to engage its audiences effectively. This process will examine how MISD currently communicates and provide clear, research-informed recommendations to strengthen its efforts.

The assessment will focus on:

- Evaluating the effectiveness of current communication and engagement tools
- Recommending which tools to continue, expand, reduce, or eliminate
- Aligning communications strategies with research insights to guide future engagement with students, families, and the broader community
- Identifying additional resources or support needed to reach all audiences more effectively

Combined with community research findings, this assessment will help MISD build stronger, more strategic communication efforts that foster trust and long-term support.

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STRATEGIES 360, INC.

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By: Ron Dotzauer
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Ron Dotzauer, CEO

Date: 6/24/2025

MERCER ISLAND SCHOOL DISTRICT

Signed by:
By: Matt Sullivan
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Matt Sullivan, CFO/COO

Date: 6/24/2025

Redaction Log

Redaction Reasons by Exemption

Reason	Description	Pages (Count)
BANK ACCOUNT	Redactions of content include bank or financial information and are exempt under RCW 42.56.230(5) and RCW 9.35.005(1)(a).	1(1)

Redaction Log

Redaction Reasons by Exemption

Reason	Description	Pages (Count)
TAXPYR INFO	Taxpayer information, such as TIN, EIN, FEIN as related to business and/or corporations RCW 42.56.230(4); 42 U.S.C. 405 (c)(2)(C)(viii)(II)	3(1)