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**MEMORANDUM OF UNDERSTANDING
BETWEEN
EMC RESEARCH, INC.
AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT
MARCH 2016**

The purpose of this memorandum is to confirm an agreement under which EMC Research, Inc., (EMC) will undertake surveys and opinion research for Davis Joint Unified School District (the "District").

THE NATURE OF THE WORK

EMC Research will provide opinion research to provide the District with scientifically valid data regarding the opinions of District voters related to a possible parcel tax measure.

In addition to conducting a telephone poll and online survey, EMC will work with the District's consultant team to provide a reasonable level of consulting related to the research on issues such as strategy, outreach, timing and other tactical decisions.

The survey will be designed to provide the District with:

- A representative overview of the District's voters
- The appropriate amount, structure and timing for the measure
- An assessment of the likelihood of success of a ballot measure
- The type of projects that are most important to those who will vote
- The themes and messages that will assist in reaching a successful outcome
- Suggested areas for public education and community outreach

Both parties hereto will consult with each other and reach a mutual agreement on the contents of the questionnaire and the survey format. Once an agreement on the contents and survey is reached, EMC will conduct the research within an agreed upon time frame.

THE SURVEY

The survey under this agreement will consist of 400 interviews conducted by telephone, by trained professional interviewers. Average interview length will be 15 minutes. The sample will consist of a random selection of registered, likely voters selected in proportion to the distribution of such voters in the Davis Joint Unified School District.

The sampling procedures will be consistent with generally recognized, scientifically valid sampling techniques designed to produce a survey reflective of the electorate.

Specifically, EMC will:

- Work with District staff and your selected consultants to design and prepare a survey instrument that addresses the District's goals;
- Draw a computer-generated random sample of likely voters in the District with contact information, including cell phones;
- Test the questionnaire for clarity of questions, and revise the questionnaire as necessary;
- Collect survey data through interviews conducted by telephone from a central telephone bank, supervised by an on-duty supervisor;
- Code open-ended responses, if any, for computer analysis;
- Perform in-depth analysis of the data;
- Tabulate survey results, and design and generate cross-tabulations and other statistical tables as needed;
- Prepare a PowerPoint report of results with charts, analysis, recommendations and alternatives;
- Meet with District representatives, the School Board, consultants, and others as needed to present and review the results, and discuss the applications of findings to future strategy decisions;
- Assist the District and your consultants in development of ballot language if the District decides to place a measure on the ballot, and;
- Be available for consultation on findings and strategy.

COST

The costs of the survey as outlined above will be as follows. Half of the project fee will be billed upon project commencement, and the remaining fee will be billed upon delivery of topline survey results.

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|--|-----------------|
| 400 Interviews, 15 minutes average length | \$23,500 |
|--|-----------------|

The cost of the survey is determined largely by number of interviews, length, and languages needed. If any of the survey specifications change, the price will need to be adjusted accordingly.

In addition to all aspects of conducting the survey, the cost includes reasonable consulting and presentation of results. We will work together with you and your consultant in determining strategies, targeting and messages through to a Board decision.

OTHER PROVISIONS

The parties agree that all cost of any successful legal actions taken by either party to enforce the terms of this agreement, including legal fees, shall be the responsibility of the losing party in any such legal actions.

EMC agrees to furnish to The District a complete analysis and reasonable consultation time with respect to the data and findings. Upon request, EMC will furnish to The District a copy of the dataset.

All of the data obtained by EMC is the exclusive property of The District.

EMC is entitled to retain copies of all data and analysis for its own internal use.

The District agrees that any public or private dissemination of any data or conclusions represented to be those of EMC will be in strict conformity with the data and analysis provided to The District by EMC. The District further recognizes the right of EMC to correct errors in such data as may be attributed to them by releasing the correct data or analysis.

EMC will not release any data whatsoever except as provided in the preceding paragraph, nor any other information in its possession concerning The District, except as may be required by law, without the permission of The District.

DATE: _____

BY: _____
Davis Joint Unified School District

DATE: _____

BY: _____
EMC Research, Inc.