AGREEMENT # LC-23-0116

Date: July 10, 2023

Client: Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
Dr. James Bridges, Superintendent
209-836-3388
jbridges@jsdtracy.com

McREL: McREL International
4601 DTC Boulevard, Suite 500
Denver, CO 80237-2596
Cheryl Abla
303-632-5604
cabla@mcrel.org

This Agreement is between Jefferson School District ("Client") and McREL International identified above ("McREL").

ARTICLE I
Purpose and Scope of Work

1.1 The purpose of this Agreement is to engage McREL to perform the services described in the Scope of Work attached hereto as Schedule A and made a part hereof.

1.2 McREL shall at all times act in good faith and use its best efforts to perform all of the work provided for in this Agreement.

ARTICLE II
Payments to McREL

2.1 Client shall pay, on a fixed-price basis, for all products and services provided by McREL under this Agreement, the sum of $49,500 (Forty Nine Thousand, Five Hundred Dollars).

2.2 Payments to McREL shall be made at the times, in the manner and upon the conditions set forth in the Payment Schedule attached hereto as Schedule B and made a part hereof.

ARTICLE III
Term and Termination

3.1 The period of this Agreement shall be from Aug. 1, 2023 through June. 30, 2024.

3.2 This Agreement may be terminated in whole or in part, at any time, by either party at its discretion or for its convenience, upon at least 30 days' prior written notice to the other party. In the event of such termination, McREL shall be compensated under this Agreement through the effective date of termination, provided a final invoice is received by Client no later than 60 days after such date.

3.3 In the event of any breach of this Agreement by either party, or in the event either party is unable to perform any substantial part of this Agreement, this Agreement may be terminated immediately by either party by written notice to the other.

3.4 If this Agreement is terminated by reason of a breach by either party, the other party shall be entitled to all available legal, equitable and administrative remedies for such breach, including without limitation, the right to all damages resulting from such breach and the right to an injunction restraining or compelling action in accordance with this Agreement.

ARTICLE IV
Reports and Audit

4.1 Client and any of its duly authorized representatives, shall have full and timely access to all books, documents, papers, records, and accounts of McREL that are pertinent to this Agreement for the purpose of conducting such audits and examinations, or of making such excerpts or copies, as the examining party deems appropriate. Each party shall bear all of its own expenses in connection with any such audit, examination or copying, unless any such audit or examination reveals any breach of this Agreement by McREL or negligence of McREL, in which event McREL shall bear all costs of such audit or examination in addition to any other damages or liabilities resulting from such breach or negligence.

ARTICLE V
Ownership, Intellectual Property, and Pre-existing Works

5.1 In connection with the Scope of Work shown on Schedule A, McREL shall retain all right, title and interest to its intellectual property embodied in or by such work, and to its pre-existing works, technology and processes, consultations, trainings, analyses, theories, models, publications, research, evaluations, or assessments.

5.2 Right to Publish - Pursuant to the Scope of Work shown on Schedule A, McREL may publish scholarly work(s) derived from its work undertaken in connection with this Agreement, subject to the terms of paragraph 6.5.

ARTICLE VI
General Provisions

6.1 McREL represents and warrants as follows:

(a) McREL is incorporated in and in good standing with the state of Colorado and is duly authorized to conduct business and is in good standing in each other state in which it shall conduct any activities under this Agreement.

(b) McREL has full power and authority to enter into this Agreement and carry out all of its terms and provisions.

(c) This Agreement has been duly authorized by all necessary institutional action and represents the legally binding and fully enforceable obligation of McREL, and the persons entering into and executing this Agreement on behalf of McREL are fully authorized to do so.

(d) No part of this Agreement or of any activity to be undertaken by McREL hereunder shall violate or otherwise be inconsistent with any provision of

(i) any judicial or administrative order or ruling applicable to McREL, or

(ii) any statute, rule, or regulation applicable to McREL or to McREL's activities under this Agreement.

6.2 In connection with its performance of this Agreement, McREL shall comply with all applicable Federal and state laws, regulations, standards, orders, and requirements.

6.3 All notices, reports and other written communications to either party under this Agreement shall be hand delivered or shall be mailed, postage prepaid, by first-class, registered or certified mail, or sent by private courier or express company, to the address noted for each party at the beginning of this Agreement or shall be transmitted by fax or email to the number/email address noted for each party. Delivery shall be deemed to have occurred on the earlier of actual receipt by the recipient or, in the case of mailing, three days after deposit with the United States Postal Service. Either party may change its address or fax number for purposes of this Agreement at any time by written notice to the other party.

6.4 Indemnification - McREL hereby agrees that it will release, hold harmless, indemnify, and defend Client from and against any and all loss, liability, claims, torts, legal action, costs, and legal fees arising from claims of third parties for infringement relating to the materials prepared by McREL under this Agreement. Client hereby agrees that it will release, hold harmless, indemnify, and defend McREL from and against any and all loss, liability, claims, torts, legal action, costs, and legal fees arising from claims of third parties, other than for infringement, relating to use of the materials and/or any products or services sold or offered by Client.

6.5 Confidentiality - Both parties agree to treat any information provided to each by the other in connection with this Agreement as confidential, except that either party may disclose the existence of the Agreement (excluding its terms and conditions) and specifically agrees that

it shall not use such information other than in connection with this Agreement and shall not disclose such information to any third party without the other party's consent. These limitations shall not apply to any information 1) which is rightfully disclosed to either party by a third party without obligation of confidentiality; 2) which was in the possession of either party prior to receipt thereof from the other party; 3) which is disclosed to such party's counsel or other confidential advisors or to a court, arbitration panel, administrative tribunal or other similar body; 4) which is compelled to be disclosed by a court, arbitration panel, administrative tribunal or other similar body; or by statute(s) or 5) which is within the public domain, or enters the public domain through no fault of the receiving party. Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

6.6 In performing its services hereunder, McREL is an independent contractor. Nothing herein shall create any partnership or joint venture between the parties or be construed as establishing any employment relationship. McREL shall have no authority to speak for, act on behalf of or in any way bind or obligate Client, except as may be otherwise expressly provided herein.

6.7 This Agreement may not be amended, modified, or supplemented except by a written instrument signed by the party sought to be bound thereby.

6.8 McREL may not assign all or any portion of this Agreement, or any of its rights, powers, duties, or obligations hereunder, without the express written consent of Client.

6.9 This document, together with all schedules, contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior communications, representations, and Agreements.

6.10 Neither party shall limit or exclude any person from participation in any activity under this Agreement on the basis of race, color, creed, national origin, sex, or disability.

6.11 This Agreement is made in Denver, Colorado and shall be governed by the laws of the State of Colorado. The parties consent to venue in the courts of either Arapahoe County, Colorado or Denver County, Colorado with respect to any dispute arising hereunder.

6.12 All notices shall be in writing and sent to the following addresses:

Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
Dr. James Bridges, Superintendent
209-836-3388
jbridges@jsdtracy.com

McREL International (McREL)
4601 DTC Boulevard, Suite 500
Denver, CO 80237
Sue Desch, Chief Financial Officer
303.337.0990
sdesch@mcrel.org

6.13 Presenter(s) may not be recorded in, with, or by any audio and/or video media without prior written consent from McREL. Such consent is in McREL's absolute discretion. Any consent, if granted, will be valid only for a specific, identified engagement and can be used only for Client's internal purposes unless explicitly indicated otherwise in writing.

6.14 Presenter(s) and/or dates may be subject to change; however, McREL will use its best efforts to schedule the staff as shown and hold to the dates as indicated herein.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below to be effective as of the date first above written.

Jefferson School District	**McREL International**
Signature	Susan Desch Digitally signed by Susan Desch Date: 2023.07.11 10:18:53 -06'00'
James W. Bridges, Superintendent	
Name and Title	Susan Desch, Chief Financial Officer
7/11/2023	
Date	Date

Schedule A
Scope of Work

Implementation Support for *Tools for Classroom Instruction That Works*

A McREL consultant will provide onsite support to the administrators, district staff, and instructional coaches in ongoing coaching and feedback sessions, with just-in-time professional learning to support teachers and their students at their point of need. During these visits, a McREL consultant can visit individual school sites and work with the administrators and instructional coach(es) in each of the four schools. Each onsite session will include full days. The agenda for each visit will be determined in advance of the visit in collaboration with the district and in support of each school's goals and needs.

Additionally, McREL can participate in district instructional leadership meetings, which can be scheduled to align with the McREL visits. A McREL consultant can also work directly with the administrators of each school on data collection and support for the Power Walkthrough observation tool.

Professional Learning and Coaching	Timeframe
Onsite Coaching – August 2023: The program cost for three days of *Classroom Instruction That Works* implementation support in August 2023 includes: • One McREL consultant will lead three consecutive days of coaching, feedback sessions, small groups, and classroom walkthroughs focused on the strategies in *Tools for Classroom Instruction That Works.*	August 29 –31, 2023
Onsite Coaching – January 2024: The program cost for three days of *Classroom Instruction That Works* implementation support in January 2024 includes: • One McREL consultant will lead three consecutive days of coaching, feedback sessions, small groups, and classroom walkthroughs focused on the strategies in *Tools for Classroom Instruction That Works.*	January 23 – 25, 2024
Onsite Coaching – April 2024: The program cost for three days of *Classroom Instruction That Works* implementation support in April 2024 includes: • One McREL consultant will lead three consecutive days of coaching, feedback sessions, small groups, and classroom walkthroughs focused on the strategies in *Tools for Classroom Instruction That Works.*	April 2 – 4, 2024

Schedule B
Payment Schedule

Please remit payment via electronic funds deposit (ACH or EFT). A copy of our banking details typically required for direct deposit payments will be provided with the fully executed agreement.

Client shall pay, on a fixed-price basis, for all products and services provided by McREL under this Agreement, the sum of $49,500 (Forty Nine Thousand, Five Hundred Dollars), according to the following schedule:

August 31, 2023:	$16,500
January 31, 2024:	$16,500
April 30, 2024:	$16,500