



Exhibit A Frontline Customer Order Form

Q-174045
MSA-001f400000S9GdD
03/13/2024

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Tracy Unified School District 1875 W Lowell Ave Tracy, California, 95376 United States Contact: Tania Salinas Title: Asst. Superintendent-Business and Finance Phone: (209)830-3210 Email: tsalinas@tusd.net	Pricing Expiration: 2/29/2024 Quote Currency: USD Account Manager: Jon Barry Startup Cost Billing Terms: One-Time, Invoiced after signing Subscription Billing Frequency: Annual Sale Type: New Initial Term: 4/01/2024 – 6/30/2025

Pricing Overview	Amount
One-Time Fees	\$12,000.00
Annual Recurring Fees	\$48,288.00
(Initial Term Prorated Fees)	\$12,038.93

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$12,000.00	\$12,000.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Human Capital Management - Recruiting & Hiring Bundle Prorated Term)	4/01/2024	6/30/2024	\$12,038.93
Human Capital Management - Recruiting & Hiring Bundle	7/01/2024	6/30/2025	\$48,288.00



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Additional Order Form Information

Special Instructions and Additional Terms

This Order is made subject to OMNIA (NCPA) - Contract #01-102

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



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Invoicing Schedule	Due Date	Amount
Invoice: One Time Frontline Implementation	Upon Signing	\$12,000.00 + applicable sales tax \$12,000.00
Invoice: Prorated Human Capital Management - Recruiting & Hiring Bundle	5/01/2024	\$12,038.93 + applicable sales tax \$12,038.93
Invoice: Annual Human Capital Management - Recruiting & Hiring Bundle	7/31/2024	\$48,288.00 + applicable sales tax \$48,288.00



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the “Effective Date”) by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively “Frontline”), and the client identified below (“Client”). Frontline and Client are sometimes referred to herein, individually, as a “Party” and, collectively, the “Parties.”

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement (“Master Services Agreement”, which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the “Agreement”. To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Tracy Unified School District
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 1875 W Lowell Ave Tracy, California 95376
Email: billing@frontlineed.com	Email: _____
Effective Date: _____	

MODIFICATION TO MASTER SERVICES AGREEMENT

This Modification to Frontline's Master Services Agreement ("Modification") by and between Tracy Unified School District with a business address at 1875 W Lowell Ave., Tracy, California, 95376 and Frontline Technologies Group, LLC dba Frontline Education ("Frontline"), a Delaware limited liability company, maintaining its principal place of business at 1400 Atwater Drive, Malvern, PA is entered into as of the date last written below ("the Effective Date").

Recitals underlying this Agreement

- A. As a condition to use the Frontline Subscription Software or to receive Professional Services listed on Order Form Q-174045 Client is required to agree to Frontline's Master Services Agreement, the terms of which are available online at <https://www.frontlineeducation.com/master-services-agreement/>.
- B. Client and Frontline desire to modify the Master Services Agreement as set forth in this Modification.

NOW, THEREFORE, in light of the foregoing recitals, the mutual covenants and obligations contained in this Modification and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Opening Paragraph.

The Opening Paragraph shall be replaced in its entirety with the following language:

This Master Services Agreement provides the terms and conditions of purchase between Frontline Technologies Group LLC dba Frontline Education, a Delaware limited liability company ("Frontline") and Tracy Unified School District, a California public school district ("Client").

As used in this Master Services Agreement: (a) The term Order Form means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies certain software applications or certain services to be provided to Client; (b) the term Statement of Work ("SOW") means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies the particular project details including, without limitation, the services to be provided and project responsibilities; (c) the term Subscription Software shall mean the Software as a Service ("SaaS") including all embedded applications and any modifications/updates to the software which is offered to the Client on a subscription basis and set forth on the Order Form; and (d) the term Professional Services or Services means the services set forth on the Order Form and/or Statement of Work including, without limitation, training, implementation, consulting and project management. All Order Forms and Statements of Work shall be deemed part of and subject to this Master Services Agreement. Any preprinted or other terms contained on Client's purchase order or ordering documentation shall not apply to this Agreement and are specifically rejected by Frontline. The term "Agreement" means this Master Services Agreement, together with all Order Forms, Statements of Work and any other document appended to the Order Form.

Each party states that the individual signing this Agreement has the authority to bind it to this Agreement, subject to approval by the Client's governing board. To place orders

subject to this Agreement, at least one Order Form must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Subscription Software applications identified on the applicable Order Forms and the Professional Services and other services identified on the applicable Order Forms or Statements of Work (collectively, “Services”), and any other software, products or services provided by Frontline pursuant to this Agreement. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) regarding the Subscription Software and Services, and by entering into this Agreement the parties terminate all such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work, Order Form, or Order Form Terms and Conditions, the provisions of the Statement of Work, Order Form, or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the Software and Services stated in that particular Statement of Work, Order Form, or Order Form Terms and Conditions.

2. **Section 1.5 Authorized Users.**

Section 1.5 shall be replaced in its entirety with the following language:

The total number of Authorized Users is limited to the numerical or category limitations, if any, stated in the applicable Order Forms. Client agrees that, depending on the specific Subscription Software provided by Frontline to Client or the category of Authorized User, Authorized Users may have different access and usage rights to the Subscription Software. Client shall ensure that Authorized Users comply with the terms and conditions of this Agreement and any acts or omissions of such Authorized Users will be deemed acts or omissions of Client for which Client agrees to be responsible on a joint and several basis. Client is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Client’s Authorized Users in connection with use of the Subscription Software. Client is solely responsible for all activities that occur as a result of the use of individual usernames and passwords. Client will notify Frontline promptly of any unauthorized use of usernames and passwords or any other breach of security known to Client. Client will not knowingly authorize, enable, or permit access to or use of the Subscription Software by any individual or entity (including other school districts) other than an Authorized User.

3. **Section 1.7 Client Content.**

Section 1.7 shall be replaced in its entirety with the following language:

The Subscription Software may enable Client and its Authorized Users to upload, link to, transmit, or otherwise provide text, files, images, graphics, illustrations, information, data (including personally identifiable information (“**PII**”) and personal health information (“**PHI**”), as those terms are defined in applicable laws, (collectively “**Personal Data**”), audio, video, photographs and other content and material in any format (collectively, the “**Client Content**”) into the Subscription Software. Client grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of, and otherwise use the Client Content solely for the purpose of providing the Subscription Software and Professional Services to Client and its Authorized Users, and otherwise performing Frontline’s obligations under this Agreement. Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content. Frontline will act as a data

processor, and will act on Client's instruction, as specified in the Order Form, concerning the treatment of Personal Data provided in connection with the Subscription Software and Services. If required, Client shall provide all notices and obtain all consents (including consent of any parent or guardian for any minor) required for Client's use of the Subscription Software and receipt of the Services, and Frontline's provision of the Subscription Software and Services, including those related to the collection, use, storage, processing, transfer, and disclosure of Personal Data. Client agrees that it must properly enter data, information, and other Client Content and configure settings within the Subscription Software for the Subscription Software to operate properly. Client shall verify the accuracy of the Client Content and any forms, workflow, or configuration settings entered in the Subscription Software. Frontline shall not have any liability arising from the inaccuracy, scoring, completeness, legality, use of, or reliance on the Client Content. Client assumes the sole responsibility for the selection of the Subscription Software and Services to achieve Client's intended results, the use of the Subscription Software and Services, and the results attained from such selection and use. Notwithstanding, Client will not provide any student information or records to Frontline under this Agreement.

4. **Section 1.8 Client's Statement Regarding Client Content.**

Section 1.8 shall be replaced in its entirety with the following language:

Client states that to the best of its knowledge it is the owner of the Client Content (including evaluation frameworks and rubrics uploaded into the Subscription Software and any other content or data made available to Frontline), or Client has notified and obtained informed consent from the owner of the Client Content and all other necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), for Client and Frontline to use the Client Content as contemplated under this Agreement, and has taken all other actions that may be necessary to ensure that Client's and its Authorized Users' use of the Subscription Software and Services, and any related materials provided or produced in connection with such use, complies with all applicable laws and regulations as well as school district policies.

5. **Section 1.12 FERPA Designation.**

Section 1.12 shall be replaced in its entirety with the following language:

If an Order Form is for Subscription Software for which Frontline accesses, stores, or otherwise processes student PII or PHI, Client designates Frontline as a "School Official" with "Legitimate Educational Interests" (as those terms are defined under the Family Educational Rights and Privacy Act of 1974 ("**FERPA**")) in such PII and PHI for purposes of providing the Subscription Software to Client, and Frontline agrees to abide by the limitations and requirements imposed by FERPA on School Officials. Client acknowledges that: (i) the Subscription Software and Services are services or functions for which Client would otherwise use Client's own employees; (ii) Frontline is under Client's direct control with respect to Frontline's access to and use of PII and PHI; and (iii) Frontline is subject to the requirements of 34 C.F.R. 99.33(a) with respect to Frontline's access to and use of PII and PHI. Notwithstanding, Client will not provide any student information or records to Frontline under this Agreement.

6. **Section 2 Invoicing and Payment**

Section 2 shall be replaced in its entirety with the following language:

All fees and charges will be stated in the applicable Order Forms and Statements of Work. If applicable, the Startup Cost stated on the Order Form will be invoiced to Client by Frontline upon execution of the applicable Order Form. Invoices may be sent by Frontline or a Frontline subsidiary or affiliate. Startup Costs are priced with the assumption that implementation of the Subscription Software will be completed within 120 days after signing. Frontline reserves the right to charge Client additional service fees for added project costs due to Client-caused delays occurring after the 120-day implementation period, provided such potential charges are disclosed in advance on the Order Form. The Annual Subscription stated on the Order Form will be invoiced to Client by Frontline based on the Subscription Start Date stated in the Order Form unless otherwise stated in the Order Form. If no Subscription Start Date is stated in the Order Form, the Subscription Start Date shall be defined as 30 days after Client's signature of the applicable Order Form. Except as otherwise provided in the applicable Order Form, Frontline shall invoice Client in U.S. Dollars and Client shall pay all fees, charges, and expenses within 30 days of the date of an invoice via check or ACH. All charges under this Agreement are exclusive of, and Client is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities, except for any tax based on Frontline's income. Without limiting the foregoing, Client shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule, or regulation of any legally constituted taxing authority. If the Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form. If the parties agree that Frontline's personnel are to travel to Client's facility or otherwise in connection with any of the Services, Client shall be responsible for the reasonable costs of transportation, lodging, meals, and the like for Frontline's personnel.

In no event shall Client's total cost under this Agreement including, without limitation, the cost of the Software and Services, exceed One Hundred Fourteen Thousand, Five Hundred Dollars (\$114,500) ("Not to Exceed Amount").

7. **Section 3.1 Warranties and Disclaimers**

Section 3.1 shall be replaced in its entirety with the following language:

Each party states that such party's execution, delivery, and performance of this Agreement (a) has been authorized by all necessary action of the governing body of the party; (b) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any agreement to which the party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Client states on behalf of itself and all of its Authorized Users that it has the full legal right to provide the Client Content and that the Client Content will not (a) infringe, misappropriate, or violate any intellectual property, privacy, publicity, or personality rights of any person or entity including as a result of failure to obtain consent to provide Personal Data or other private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school district policies; or (c) constitute disclosure of any confidential information owned by any third party.

8. Section 3.3 Disclaimers

Section 3.3 shall be replaced in its entirety with the following language:

Except as expressly provided in Section 3.2, to the maximum extent permitted by applicable law, Frontline and its suppliers expressly disclaim all warranties, whether express, implied, or statutory, as to any aspect of the Subscription Software, Work Product, Services, or other materials provided by Frontline, including warranties of merchantability and fitness for a particular purpose. Frontline and its suppliers do not warrant that the Subscription Software, Work Product, Services, or other materials provided by Frontline will be uninterrupted or error-free; nor does Frontline make any warranty as to the results that may be obtained from use of the Subscription Software, Work Product, Services, or other materials provided by Frontline.

9. Section 4.1 Confidential Information

Section 4.1 shall be replaced in its entirety with the following language:

During the Term and for two years thereafter, each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" means any written information that is marked or otherwise indicated as confidential or proprietary, or, in the case of information that is disclosed orally or written information that is not so marked, by notifying the other party in writing of the proprietary and confidential nature of the information within 10 days after disclosure. Notwithstanding the foregoing, (a) Confidential Information of Frontline includes the Subscription Software, Documentation, Services, and Work Product; and (b) Confidential Information of Client includes Personal Data contained within any Client Content. Confidential Information does not include information which (a) was known to the receiving party free from any duty or obligation of confidentiality or generally in the public domain before disclosure; (b) becomes generally part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing party; or (d) was independently developed by the receiving party without use of or reference to Confidential Information. Aggregated and/or de-identified data that does not contain Personal Data generated by Frontline or its suppliers in connection with Client's and its Authorized Users' use of the Subscription Software and Services will be the Confidential Information and property of Frontline. The receiving party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process including, without limitation, the California Brown Act and California Public Records Act, so long as the receiving party notifies the disclosing party, provides it with an opportunity to object, and uses reasonable efforts (at the expense of the disclosing party) to cooperate with the disclosing party in limiting disclosure.

10. Section 4.4 Public Records Act Compliance.

Section 4.4 shall be removed in its entirety and reserved.

11. Section 6 Indemnification.

Section 6 shall be replaced in its entirety with the following language:

To the maximum extent permitted by applicable law, Frontline shall indemnify Client and its officers, directors, Board members, employees, and agents and hold them harmless

from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Frontline of this Agreement.

12. Section 7 Limitations of Liability.

Section 7 shall be replaced in its entirety with the following language:

Other than the fees, charges and expenses payable under this Agreement, to the maximum extent permitted by applicable law, in no event shall either party (and in the case of Frontline, its suppliers) be liable to the other party or any third party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including lost profits) arising from or relating to this Agreement or the use or non-use of the Subscription Software, Work Product, or Services. Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted by applicable law, in no event shall either party's (and in the case of Frontline, its suppliers') total liability arising from or relating to this Agreement, whether based on warranty, contract, tort (including negligence), product liability, or otherwise, exceed the total amounts paid to Frontline during the twelve months for the product at issue immediately preceding the events giving rise to such claims. Notwithstanding, this limitation of liability shall not apply to Frontline's indemnification obligations under Section 6. Each party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable under this Agreement reflect these disclaimers and limitations.

13. Section 8.1 Term.

Section 8.1 shall be replaced in its entirety with the following language:

The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, continue through and including June 30, 2025 (the "Term"). Client may elect to renew this Agreement for additional one (1) year terms, by providing thirty days' written notice to Frontline, before the expiration of the Term, of such one-year renewal subject to fee increases for Renewal Terms in accordance with Section 2 above.

14. Section 8.3 No Termination for Convenience.

Section 8.3 shall be replaced in its entirety with the following language:

Termination for Convenience. Client is entitled to terminate this agreement for any reason by providing Frontline seven (7) days' written notice of its termination for convenience. In the event of a termination for convenience, Client shall not be entitled to a reimbursement for any fees paid prior to the date of termination.

15. Section 8.4 Termination for Lack of Funding.

Section 8.4 shall be removed in its entirety and reserved.

16. Section 8.5 Effects of Termination.

Section 8.5 shall be replaced in its entirety with the following language:

Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statement of Work outstanding under

this Agreement. Any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall terminate along with this Agreement. Upon the termination or expiration of this Agreement, the subscription rights and licenses granted to Client under Section 1.1 will terminate automatically and Client (a) shall immediately cease using the Subscription Software, Work Product, and Documentation; (b) shall immediately and permanently delete all components of the Subscription Software and Work Product (including, for clarity, all ancillary components such as an associated SQL database) from all computers and devices (including all laptops, notebooks, workstations, servers, memory, or storage devices, etc.) in Client's possession or under Client's control, such that the Subscription Software and Work Product will not be available to any person after the date of termination or expiration unless read-only access has been elected in Order Form; and (c) for a period of 30 days, may request a copy of the Client Content that is in Frontline's possession in the format retained by Frontline or, at Frontline's discretion, be provided read-only access so that Client may download and retain Client Content. After the 30-day period, Frontline may, unless legally prohibited, delete all of Client's data in its systems or otherwise in its possession or control (except for such data that is contained in routine backups). The following provisions of this Agreement will survive expiration or termination: Sections 1.3, 1.4, 3.3, 4, 5, 6, 7, 8.2, 8.5 and 10 (all subparts). Frontline may (without limitation of any other rights or remedies) suspend Client's and its Authorized Users' use of the Subscription Software in the event that (A) Client is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within ten days following written notice to Client), (B) Client has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Subscription Software is necessary to avoid or mitigate harm to the security of Frontline's or any of its clients' systems or data. Any such suspension will not constitute a termination of this Agreement.

17. Section 8.6 Treatment of Bundled Discounts Upon Termination.

Section 8.6 shall be removed in its entirety and reserved.

18. Section 9 District Ordering.

Section 9 shall be removed in its entirety and reserved.

19. Section 10.2 Assignment.

Section 10.2 shall be replaced in its entirety with the following language:

Neither party may sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that the sale, merger or other corporate reorganization of Frontline will not be considered an assignment, transfer or sublicense to the surviving entity. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.

20. Section 10.3 Compliance with Laws.

Section 10.3 shall be replaced in its entirety with the following language:

Each party will comply with all local, state, and federal laws, regulations or other limitations in the use and operation of the Subscription Software. Neither party may directly or indirectly export or transfer any technical data or software in violation of any

laws, regulations rules or other limitations imposed by the US export control laws or that of any other country.

21. Section 10.5 Government Claims Act.

Section 10.5 shall be replaced in its entirety with the following language:

Frontline shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code as a condition precedent to Frontline’s right to bring a civil action against Client.

22. Section 10.6 Additional Insured.

Section 10.5 shall be replaced in its entirety and reserved.

23. Section 10.7 Choice of Law/Venue.

Section 10.7 shall be replaced in its entirety with the following language:

This Agreement shall be governed by the laws of the State of California, without reference to its conflict of laws principles. Any disputes under this Agreement shall be resolved in Superior Court of the State of California, County of San Joaquin. Notwithstanding, Frontline is not waiving its right to remove any case filed by Client in the Superior Court of the State of California, County of San Joaquin, to the federal District Court for the District encompassing Client’s administrative offices.

24. This Modification is the complete agreement between the parties as to the modification of the Master Services Agreement and replaces any prior oral or written communications between the parties as to any further modification. Unless modified herein, all provisions of the Master Services Agreement not modified hereiun have been agreed to as written.

25. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Modification may only be modified by a written document executed by the parties hereto.

26. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed.

“Frontline”
FRONTLINE TECHNOLOGIES GROUP
LLC DBA FRONTLINE EDUCATION

“Client”
TRACY UNIFIED SCHOOL DISTRICT

Authorized Signature

Authorized Signature

By: Scott Crouch

By: _____

Its: VP Financial Operations

Its: _____

Dated: _____

Dated: _____



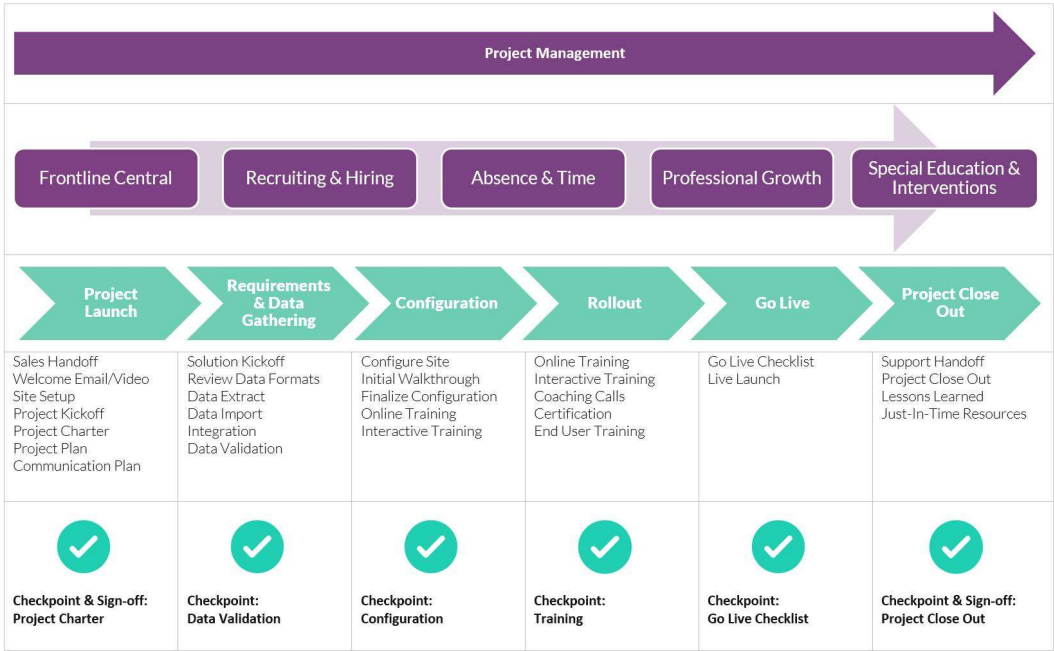
Recruiting & Hiring

Standard Implementation Services



Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal process for a Client's requisition-to-recommendation hiring process and best practices recommendations to optimize system functionality
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Self-paced courses have completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff
- Project Status Monitoring: periodic review of project progress to planned project milestones throughout implementation
- Project Close Out Call

Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide instructions on how to configure services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

Specific examples of configuration services during implementation include –

Setups	Pre-configured with Recruiting & Hiring	Frontline Education Configuration Services
District Employer Info Page	Registration info included	Complete page
Location List	1	Adjust as needed
Position List	355 separate positions that fall in 38 categories under 3 areas	Adjust as needed
User List	1	1
Groups	0	2
Email Templates (Auto Replies)	4	3
Job Postings	Postings occur from enabled Recruiting & Hiring integration	
Campaign	0	1
Filters	28	1
Custom Filters	0	2
Admin Views	5	3
Application Pages	21	Up to 2 additional
Position Categories & Types	124	Adjust existing as needed
Pipelines	1 with 6 stages	Up to 1 additional
Forms	12	Up to 2 additional with workflows
Publics Forms Library	338	Not applicable
Forms Packet	Not Applicable	Up to 1
Job Description Templates	73	Up to 2
Applicant Certificate Types	134	Adjust existing as needed
User Groups & Permissions	1	Up to 1
Cross Advertising	6	Not applicable

Data Imports

During implementation, we will import the following data formatted in our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

Data Imports - Applicant Tracking

- Applicant position list: categories and types
- Job Posting location/department list
- Applicant certificate types
- User list

Systems Integration

Integrations exist within Frontline Education solutions and/or with our Featured Partners that are configured and setup as either a flat file transfer or an export/import into an applicable vendor system. Specific examples of configurable integration types include --

Systems Integration - Applicant Tracking

- Standard web services integration with Frontline Education Solutions' Absence and Substitute Management and Frontline Central
- One established HRIS/Payroll integration
 - An established interface is defined as an integration that is currently established with a vendor and/or requires no development resources
- One established integration across each of the other types of integration partners



- Background Check Provider, Applicant Screening, Digital Interview
- For a complete list of vendor partners, please refer to: https://www.frontlineeducation.com/Partners/Find_a_Partner

Reporting

- EEO reporting: built in reporting functionality to aggregate applicant data anonymously based on position types and date range.
- Ad-hoc Reporting on applicant, job posting, or forms data to export into an Excel file.

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out

Schedule

On average, a typical Proactive Recruiting implementation project runs about 2 weeks and a typical Applicant Tracking implementation project runs 10 – 15 weeks. Below is an example of a project schedule for implementation. Below is an example of a project schedule for implementation. (This is not the actual schedule pertaining to this statement of work.)

Task	Start	End	Dur	2018				
				Jan	Feb	Mar	Apr	May
Sample Solution Rollout	1/2/18	5/4/18	89	<div></div>				
Project Kickoff	1/2/18	1/8/18	5	<div></div>				
Insights Platform Migration (clients with existing Frontline solutions)	4/3/18	4/16/18	10				<div></div>	
Applicant Tracking	1/9/18	4/16/18	70	<div></div>				
Proactive Recruiting	4/17/18	5/4/18	14				<div></div>	

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System administrator: e.g. HR admin, or IT.





- The “point person” contact: responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete: District Employer info page, job postings, position lists, locations, user accounts and permissions, email templates, campaigns, messages, custom filters, groups.
 - Search/filter/review: job postings and applicants
 - Configure system preferences

IT Department

- Will work with Frontline Education Support teams to:
 - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters. This person is responsible for updating white-list from Frontline
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions
 - Potentially support in-solution integrations
 - Link Applicant Tracking to employment opportunities page on website.

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.





Frontline Central

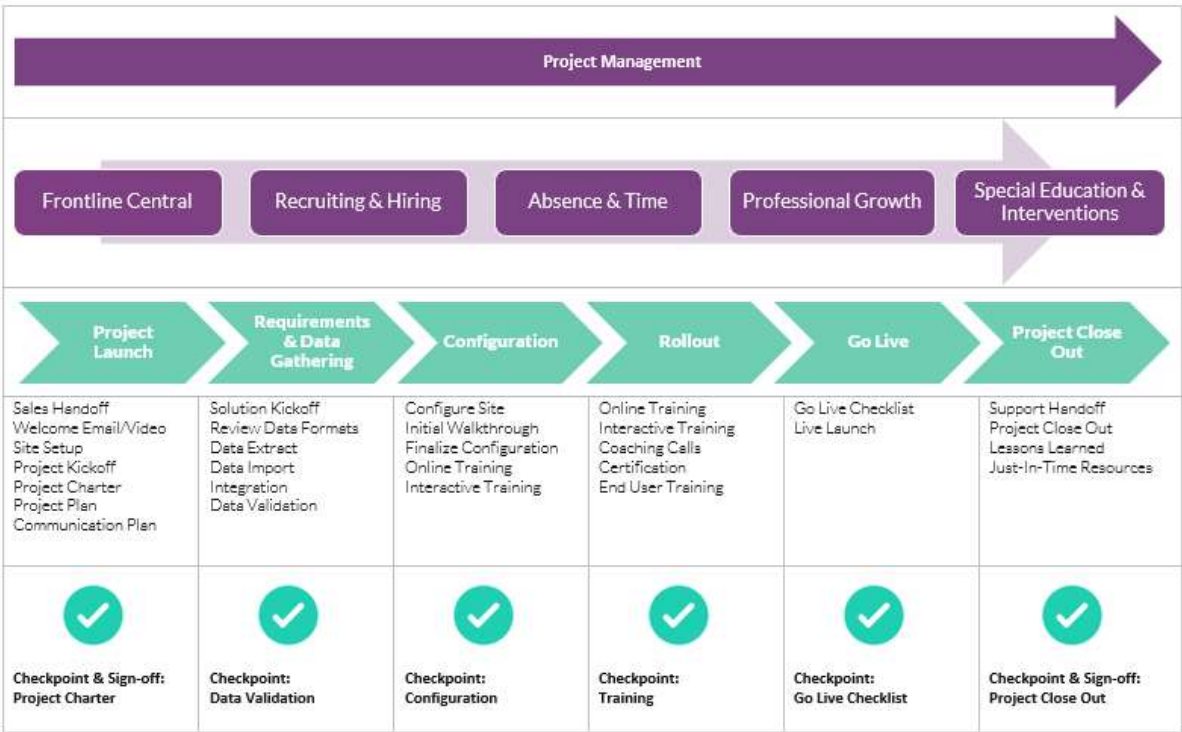
Standard Implementation Services



Statement of Work: Frontline Central Implementation Services

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal process for a Client's onboarding process and best practices recommendations to optimize system functionality
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Self-paced courses have completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff
- Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule
- Project Close Out Call





Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

Specific examples of configuration services during implementation include –

Setups	Pre-configured with Applicant Tracking System	Frontline Education Configuration Services
Forms	N/A	Up to 12 forms

Data Imports

During implementation, we will import the following data formatted in our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

- Employees

Systems Integration

Integrations exist within Frontline Education solutions. Specific examples of configurable integration types include --

- Standard integration with Frontline Education Solutions' Recruiting and Hiring.

Reporting

- Employee Extract

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out

Schedule

On average, a typical Frontline Central implementation project runs 8 - 10 weeks from project kickoff. Below is an example of a project schedule for implementation. (This is not the actual schedule pertaining to this statement of work.)





Task	Start	End	2018	
			Jan	Feb
Sample Solution Rollout	1/2/18	2/27/18		
Project Kickoff	1/2/18	1/8/18		
Insights Platform Migration (clients with existing Frontline solutions)	2/14/18	2/27/18		
Frontline Central	1/10/18	2/27/18		

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

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 - Create/edit/delete: new records, packets, and forms
 - Sending/tracking/completing forms

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