



Region 14 Education Service Center

11-19-2019

FRONTLINE EDUCATION
RESPONSE TO
Region 14 Education Service Center
REQUEST FOR PROPOSAL
for
Cloud Administrative Solutions RFP # 25-19

Proposal Due Date

11-19-2019

Prepared for:

Mrs. Emily Jeffrey
Chief Financial Officer
Region 14 Education Service Center
1850 State Highway 351
Abilene, Texas 79601-4750

Submitted By

Adolfo Urquieta
Education Solutions Executive
Frontline Education
1400 Atwater Drive
Malvern, PA 19355
972.835.4246
adolfo@frontlineed.com

Confidential Treatment Requested: Although not to the exclusion of other grounds, Frontline requests confidential treatment of the enclosed materials by reason of business confidentiality. Among other reasons, the enclosed materials are confidential and non-public as they contain sensitive information, disclosure of which would be detrimental to Frontline. Frontline competes in a highly competitive industry, and disclosure of the enclosed materials would also give an advantage to Frontline's competitors. Should these materials be the subject of a public records request, Frontline respectfully requests it receive notification and an opportunity to contest disclosure.

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November 14, 2019

Emily Jeffrey
Chief Financial Officer
Region 14 Education Service Center
1850 State Highway 351
Abilene, Texas 79601-4750

Dear Mrs. Jeffrey:

We are excited to provide our attached proposal in response to the Region 14 Education Service Center Master Agreement for Cloud Services Administrative Solutions RFP (Solicitation Number: 25-19). It will be our pleasure to partner with you and Region 14 ESC and partnering Districts for your all of your financial, HR and educational business processes. We would be honored to expand our partnership to include the NCPA Region 14 ESC.

Frontline Education serves more than 12,000 educational organizations nationwide, 80,000 schools and millions of educators in their efforts to develop the next generation of learners. Bringing the best education technologies together in one integrated platform solution, Frontline supports the front line of education in efficiently and effectively managing everything from Recruiting & Hiring, Position Control Management, Screening Assessments, Electronic Employee Records & Forms Management, Time & Absence Management, Finance, HR, ERP & Student Information Management, to Professional Learning Tools, and Evaluations, to Special Education & Intervention. With more than 20 years of experience partnering with the education community, Frontline is dedicated to providing the actionable insights and advanced technologies necessary for educators and leaders to make informed decisions and engage in best practices that fulfill their strategic district goals.

Our response includes details of our commitment to Region 14 ESC, including a detailed turn-key implementation plan with on-site and web-based training, project manager, local technical and customer support, and supplemental assistances needed to help School Districts successfully implement and use our comprehensive solution. Our support center is based in Austin, TX, with our corporate offices located in Malvern, PA, where our highly qualified and experienced school management professionals understand your District's needs. We are prepared to provide the necessary technical expertise and leadership to successfully implement Frontline's solution for ERP, Finance, HR, Student Information Systems and Payroll at participating School Districts.

With the Frontline local office, we can commit to an on-site presence for the duration of the implementation of project at School Districts and into the future as needed. The Frontline training consultants for all functional areas will be on site at School Districts and will provide webinar training when necessary. After the implementation of the ERP, HR & SIS system at a district, support can be

onsite, when/if applicable, as the Frontline ERP technical and support staff is based in our Austin office.

Finally, the successful deployment of Frontline ERP, HR & SIS for School Districts relies greatly on the effectiveness of our implementation process. The Frontline Implementation Services are designed to meet the needs of the Education Community only and are built on proven best practices acquired from years of collaborative projects with Texas School Districts. We are excited to help School Districts every step of the way in being successful in using Frontline for ERP, HR & SIS.

Thank you in advance for considering our response. We look forward to expanding our partnership with Region 14 ESC and welcome the opportunity to come present the benefits of our solution and share the connection to your members.

Sincerely,

Adolfo Urquieta

Adolfo Urquieta
Educations Solutions Executive
Frontline Education
p: 972.835.4246
aldofo@frontlineed.com

Tab 1 – Master Agreement General Terms and Conditions

If Frontline is selected as the winning bidder, Frontline will provide the SaaS services under Frontline's standard MSA, or a mutually agreeable SaaS software agreement based on Frontline's standard MSA. Such terms shall supersede the terms contained herein.

◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all

pricing offered unless otherwise clearly stated in writing

◆ Warranty

➤ Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

◆ Indemnity

➤ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

➤ The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

➤ The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

➤ Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten

➤ (10) days notice prior to any modifications or cancellation of policies. The awarded

vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances;

explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ **Prevailing Wage**

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ **Miscellaneous**

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ **Open Records Policy**

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this

procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ **Evaluation**
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ **Formation of Contract**
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ **NCPA Administrative Agreement**
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ **Clarifications / Discussions**
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination

minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ **Multiple Awards**

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ **Past Performance**

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

If Frontline is selected as the winning bidder, Frontline will provide the SaaS services under Frontline's standard MSA, or a mutually agreeable SaaS software agreement based on Frontline's standard MSA. Such terms shall supersede the terms contained herein.

Prices are guaranteed: **120 days**

Company name	Frontline Technologies Group LLC
Address	1400 Atwater Drive
City/State/Zip	Malvern, PA 19355
Telephone No.	866-504-8222
Fax No.	888-492-0337
Email address	scrouch@frontlineed.com
Printed name	Scott Crouch
Position with company	VP, Financial Operations
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Frontline Technologies Group LLC d/b/a Frontline Education (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Services Agreement dated December 6, 2019, referenced as Contract Number 01-102, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Cloud Administrative Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated, and under the terms included, in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement; WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto ~~as Tab 1~~ and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
 - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
 - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
 - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
 - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
 - The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- ◆ **Term of Agreement**
- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications

afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ Fees and Reporting

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to

reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Upon obtaining Vendor's pre-approval to do so, a awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled, subject to the Limitations of Liability addressed in the Master Agreement.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder to a subsidiary or affiliate, in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- With Vendor's written approval, t This Agreement and NCPA's rights and obligations hereunder may be assigned ~~at NCPA's sole discretion,~~ to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:**Vendor:**

Name:

Matthew Mackel

Name:

Scott Crough

Title:

Director, Business Development

Title:

VP Financial Operations

Address:

PO Box 701273, Houston, TX 77270

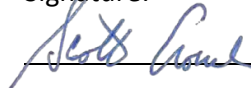
Address:

1400 Atwater Dr. Malvern, PA 19355

Signature:



Signature:



Date:

December 6, 2019

Date:

December 13, 2019

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

- ◆ States Covered
 - Bidder must indicate any and all states where products and services can be offered.
 - Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Maryland	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Alaska	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Michigan	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Texas
<input type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Utah
<input type="checkbox"/> Colorado	<input type="checkbox"/> Missouri	<input type="checkbox"/> Vermont
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Montana	<input type="checkbox"/> Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Nevada	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Florida	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Georgia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Hawaii	<input type="checkbox"/> New Mexico	
<input type="checkbox"/> Idaho	<input type="checkbox"/> New York	
<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina	
<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota	
<input type="checkbox"/> Iowa	<input type="checkbox"/> Ohio	
<input type="checkbox"/> Kansas	<input type="checkbox"/> Oklahoma	
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Oregon	
<input type="checkbox"/> Louisiana	<input type="checkbox"/> Pennsylvania	
<input type="checkbox"/> Maine	<input type="checkbox"/> Rhode Island	

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE ☐
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

- Responding Company's principal place of business is in the city of **Malvern**, State of **PA**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3^d box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other:

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
Contact Person: **Rachel Campbell**
Title: **Manager, Revenue & Billing**
Company: **Frontline Education**
Address: **1400 Atwater Drive**
City: **Malvern** State: **PA** Zip: **19355**
Phone: **866-504-8222** Email: **billing@frontlineed.com**

- Purchase Orders

Contact Person: Rachel Campbell

Title: Manager, Revenue & Billing

Company: Frontline Education

Address: 1400 Atwater Drive

City: Malvern

State: PA

Zip: 19355

Phone: 866-504-8222

Email: billing@frontlineed.com

- Sales and Marketing

Contact Person: Craig Dudley

Title: Sales Director

Company: Frontline Education

Address: 10801 MoPac Expressway #120

City: Austin

State: Texas

Zip: 78759

Phone: 913-579-4931

Email: cdudley@frontlineed.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes

☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes

☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes

☒ No

All solutions are sold at a quantity of one (1). Additional discounts for multiple quantities does not apply.

Tab 4 – Vendor Profile

Please provide the following information about your company:

◆ **Company's official registered name.**

Frontline Technologies Group LLC dba Frontline Education

◆ **Brief history of your company, including the year it was established.**

Founded in 1998, Frontline launched into the K-12 education market with Aesop, the first automated system to use both the phone and the internet to schedule substitute teachers. Frontline quickly grew to serve thousands of customers, based on a commitment to outstanding customer service and customer- driven product design.

After receiving a majority investment from a private venture capital firm, Frontline has continued to build and acquire complementary tools to provide the K-12 education market with the first integrated platform of its kind. This growth accelerated with the acquisition of the AppliTrack recruiting and hiring products, followed by the addition of the MyLearningPlan professional growth suite, the Teachscape professional growth products, and most recently, Student Solutions including RTI, MediCaid, and 504 solutions.

Frontline Education acquired TEAMS by Prologic, the creator of a comprehensive ERP, Finance, HR, & Student Information System. The acquisition expands and strengthens Frontline Education's industry-leading K-12 human capital management portfolio with capabilities in payroll, financial management, benefits and student information systems (SIS).

The areas of strength and excellence are our innovative product design and our deep understanding of the needs of our client base in the K-12 Texas market. Since 2005, we have been providing K-12 Texas school districts with a comprehensive ERP, SIS, Finance and HR software solution. Over the years, we have gained an excellent reputation for providing extraordinary value to our clients. Currently, of our clients that utilize our solutions for their administrative needs in Business Information, Human Resources, and/or Student Information Management, we represent over 700,000 students in Texas. Frontline is partnered with school districts ranging in enrollment of less than 1,000 to over 85,000 students for ERP, SIS, Finance and HR.

Frontline now serves more than 12,000 school districts across every state in the US, in addition to several international clients. Even amidst this growth, Frontline has maintained a 98% retention rate through extremely high customer satisfaction.

Vision

Partnering with the education community to prepare students with the skills for tomorrow and a lifetime of learning.

Mission

Serving the education community with integrated tools, best practices and caring people to support their pursuit of excellence.

Frontline Education provides school administration software to more than 12,000 K-12 organizations representing over 80,000 schools and millions of educators, administrators, and support personnel nationwide. Our mission is to support the front line in advancing student growth, whether it's effectively hiring the best staff, managing school business operations, employee absences and time, or supporting a culture of ongoing growth to drive retention. Frontline does this by providing leaders with best in class technology that bring insights into making strategic decisions, by helping leaders and educators save time spent on "transactional" work. Ultimately helping support school districts with the right tools to streamline district wide processes to gain more efficiency and save time.

Frontline has maintained a sole focus on K-12 education for more than 20 years. The team at Frontline includes many experienced professionals in the education community; from teachers, K-12 human resources professionals, to curriculum and instruction leaders and more. The Frontline team understands education and school district needs based on real-world experience. In working with thousands of districts, we've gained an unparalleled depth of experience in effective implementations of solutions for school districts.

Behind our 98% customer retention rate are a group of caring people and a set of core values that guide everything we do. We act with integrity, we love helping our partner districts, and we're passionate about supporting educators.

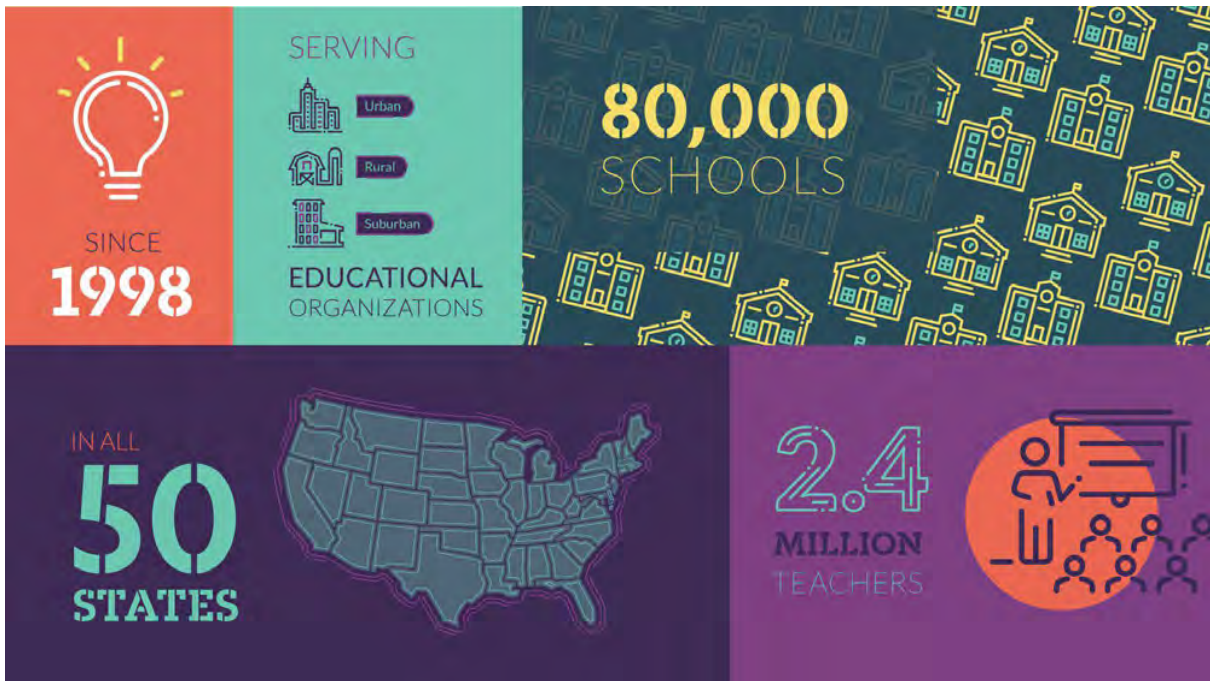


Figure: Serving the Front Line of Education. For over 20 years across all 50 states and districts of all sizes and locales, we currently serve 2.4 million educators in 80,000 schools.

Learn more at www.FrontlineEducation.com

◆ **Company's Dun & Bradstreet (D&B) number.**

Data Universal Numbering System (DUNS) #: 079657095

◆ **Company's organizational chart of those individuals that would be involved in the contract.**

Education leaders, from the classroom to the central office, have an impact on preparing the next generation of learners. As educators ourselves, we're passionate about empowering you to innovate with tools, data and insights that help you go from reactive to proactive.

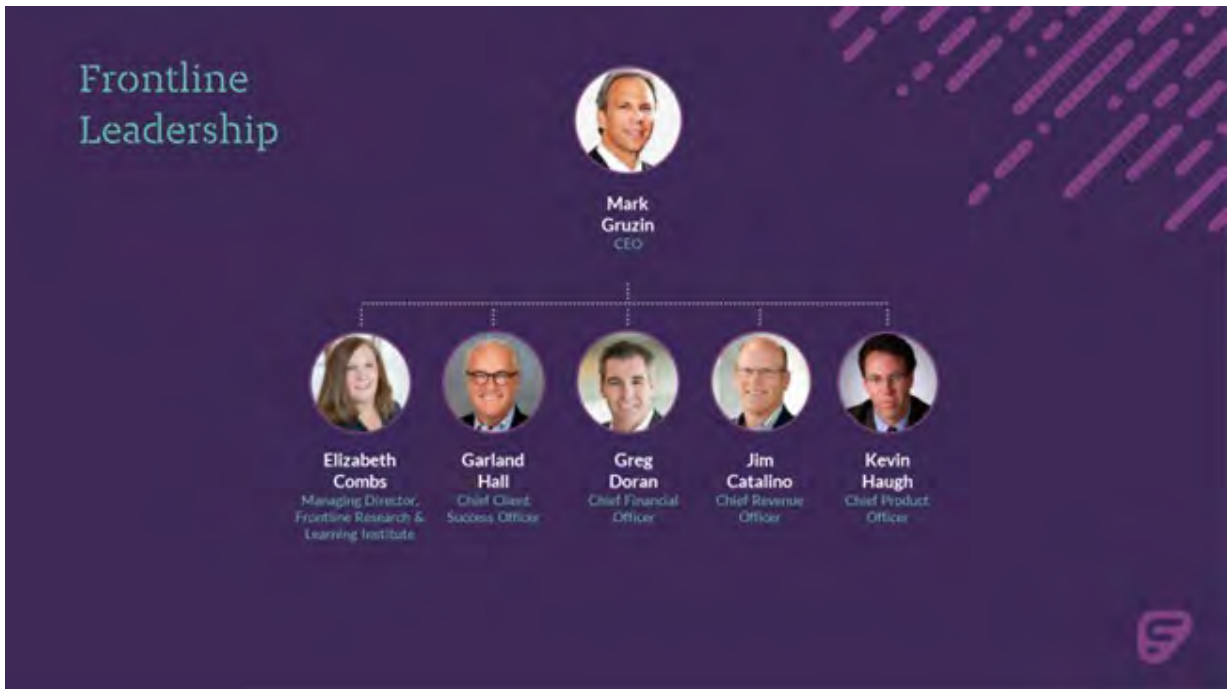


Figure: Frontline Education’s executive team is here to serve its customers. Our executive team is committed to leading Frontline Education to serve members of the education community with integrated solutions, insights, and caring people to support you in your pursuit of excellence.

♦ **Corporate office location.**

- **List the number of sales and services offices for states being bid in solicitation.**
- **List the names of key contacts at each with title, address, phone and e-mail address.**

Frontline’s corporate headquarters is in Malvern, Pennsylvania with additional offices in Andover, Massachusetts, Austin, Texas, and Rockville Centre, New York. Remote employees are also positioned to provide onsite support as needed by local school districts.

Headquarters:

Frontline Technologies Group LLC, dba Frontline Education (“Frontline Education”)
1400 Atwater Drive
Malvern, PA 19355
866-504-8222

888-492-0337 (fax)
www.frontlineeducation.com (web)

Additional Office Locations:

Wayne Kruzek
Sales Director
6 Riverside Drive
Andover, MA 01810
610-727-0353
wkruzek@frontlineed.com

Craig Dudley
Sales Director
10801 MoPac Expressway #120
Austin, TX 78759
913-579-4931
cdudley@frontlineed.com

Anil Khan
Sales Director
100 Merrick Road
Suite 418E
Rockville Centre, NY 11570
610-727-0314
akhan@frontlineed.com

♦ **Define your standard terms of payment.**

Net 30

♦ **Who is your competition in the marketplace?**

Frontline considers the following list our top three competitors in the K-12 marketplace:

- Skyward
- Tyler Technologies
- SunGard eSchool & eFinance (now PowerSchool)

◆ **What differentiates your company from competitors?**

- Frontline Education exclusively focuses on, and serves, more than 12,000 educational organizations nationwide and millions of educators in their efforts to develop the next generation of learners. Bringing the best education technologies together in one integrated platform solution, Frontline supports the front line of education in efficiently and effectively managing everything from Recruiting & Hiring, Position Control Management, Screening Assessments, Electronic Employee Records & Forms Management, Time & Absence Management, Finance, HR, ERP & Student Information Management, to Professional Learning Tools, and Evaluations, to Special Education & Intervention. With more than 20 years of experience partnering with the education community, Frontline is dedicated to providing the actionable insights and advanced technologies necessary for educators and leaders to make informed decisions and engage in best practices that fulfill their strategic district goals.
- Our response includes details of our commitment to the NCPA, including a detailed turn-key implementation plan with on-site and web-based training, project manager, local technical and customer support, and supplemental assistances needed to help NCPA districts successfully implement and use our comprehensive solution. Our ERP & SIS support center is based in Austin, TX where our highly

qualified and experienced school management professionals understand your District's needs. We are prepared to provide the necessary technical expertise and leadership to successfully implement Frontline's solution for ERP, HR and SIS solutions at school districts across the country.

- With the Frontline local office, we can commit to an on-site presence for the duration of the implementation of project at districts and into the future as needed. The Frontline training consultants for all functional areas will be on site at districts and will provide webinar training when necessary. After the implementation of the ERP, HR and SIS systems at a district, support can be onsite, when/if applicable, as the Frontline ERP technical and support staff is based in our Austin office.
- Finally, the successful deployment of Frontline ERP, HR and SIS for school districts relies greatly on the effectiveness of our implementation process. The Frontline Implementation Services are designed to meet the needs of the Education Community only and are built on proven best practices acquired from years of collaborative projects with Texas School Districts and other Districts across the Country. We are excited to help NCPA districts every step of the way in being successful in using Frontline for ERP, HR and SIS.
- Thank you in advance for considering our response to the NCPA RFP. We look forward to expanding our partnership with the NCPA and their participating districts and welcome the opportunity to come present the benefits of our solutions and share the connections to your members.

◆ **Describe how your company will market this contract if awarded.**

The marketing plan for this contract has the full commitment of the corporate management team. Resources include:

- Marketing Collateral
- Conferences: TASBO, TASP, TUG
- Social Media Outlets
- Highlight Partnership on Frontline's website
- Email Campaigns

◆ **Describe how you intend to introduce NCPA to your company.**

Frontline will conduct training with its Sales and Marketing staff to familiarize them with the details of the NCPA. Our staff will become experts in the leveraging of NCPA

contract with potential clients of Frontline. The Frontline Marketing Department will create co-branded marketing materials, and info about NCPA on our website (with web links). We will market and advocate for our future clients to use the purchasing power of NCPA.

◆ **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

Frontline does not have an online catalog or ordering website. Districts interested in our solutions would contact the Frontline sales team directly. Our team will engage in discovery discussions to gain an understanding of district needs, processes, and requirements. Discovery sessions will enable Frontline to propose an optimal solution for your organization.

Sales Process

Pre-Sale: Frontline's Sales and Marketing team is available to answer any questions regarding Frontline capabilities, pricing, and contract concerns.

Post-Sale: Frontline's project team consists of Project Manager, Subject Matter Experts, and Frontline Support Consultants (as needed). This team of experts is available to assist with any questions regarding implementation, training, or conversion processes required for the project.

◆ **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

The Frontline Education Support Desk is available Monday-Friday 8:00 am - 7:00 pm EST via chat, e-mail, and phone. Customers also have 24 hour access to the Learning Center with self-guided articles, videos, and webinars.

Frontline Education uses Zendesk to create a standard client support experience for all clients across all solutions being used by their organization. An Online Help and Knowledge Base is available using the same icon in all solutions, and it links users to context sensitive content that may assist them, and it provides an entry point to our Client Support team. Client Support teams and systems are organized to be solution specific to link clients directly to an experienced and knowledge representative who understands the issue the client may be facing.

◆ **Green Initiatives**

➤ **As our business grows, we want to make sure we minimize our impact on**

the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

The Frontline team does not have specific green initiatives in place, however all Frontline Education offices have an active recycling program that is part of our daily routine. Additionally, Frontline Education, by the very nature of our work does its part to reduce paper waste for our partners and clients by automating manual processes and creating web-based workflows and dashboards that reduce or eliminate the need for paper forms, print-outs and archives.

◆ **Vendor Certifications (if applicable)**

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Not applicable.

Tab 5 – Products and Services/Scope

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Cloud Administrative Solutions categories. List all categories along with manufacturer that you are responding with:

(ERP) -	Absence Management & Time & Attendance	(ERP) -	Purchasing
(ERP) -	Accounts Payable	(ERP) -	Student Fees
(ERP) -	Accounts Receivable & Cash Receipting	(ERP) -	Vendor Management
(ERP) -	Bank Reconciliation	(ERP) -	Warehouse Management
(ERP) -	Budgeting/Budget Preparation	(ERP) -	Work Order
(ERP) -	Contract Management	(HR) -	Benefits
(ERP) -	Employee Service Center	(HR) -	Employee Records & Forms
(ERP) -	Financial Management	(HR) -	Human Resources
(ERP) -	Fixed Assets	(HR) -	Position & Talent Management
(ERP) -	General Ledger/Financial Reporting	(ERP, HR & SIS) -	Full Student Information Systems
(ERP) -	General Ledger	(ERP, HR & SIS) -	Reporting & Analytics
(ERP) -	Grants & Project Accounting	(ERP, HR & SIS) -	State and Federal Reporting
(ERP) -	Payroll	(HR)	Recruiting & Hiring
(ERP)	Position Control Management	(HR)	Screening Assessments
(ERP)	Finance	(HR)	Frontline Central (Electronic Employee Records & Forms Management)
(HR)	Absence & Substitute Management Time & Attendance	(HCM)	Employee Evaluation Management

(HCM)	Professional Learning Management	(HCM)	Learning Collaboration & Resource
(SMS)	Health Office/Electronic Health Records (EHR) & School Nursing Management	(SMS)	Mental & Behavioral Health Management
(SMS)	Special Education Management	(SMS)	Student Intervention Management (504, RTI, ELL, Gifted)
(SMS)	Resource & Service Management		

RFP Categories	Frontline Supported Functionality
Human Resource Management	
Core Human Resources Solution must support the full lifecycle of workforce management functions: <ul style="list-style-type: none"> • Organization Management; Compensation; Asset Tracking, Absence and Leave Management; Compensation and Benefits Administration 	HR
Talent Management Solution must support the following capabilities: <ul style="list-style-type: none"> • Goal Setting, Performance Management, Succession Planning, and Career and Development Planning 	HR
Payroll Solution must support: <ul style="list-style-type: none"> • Configuration of employee earnings, deductions, accumulations and balances. • Setup and management of tax authorities, withholding elections and payments. • Manage worker tax data, payment elections, involuntary withholding orders and payroll input. • Calculate, review/audit, and complete payrolls, settlements, and payroll commitments and payments 	ERP
Recruiting Solution must support the recruiting and hiring of new employees:	HR

<ul style="list-style-type: none"> • Workforce Management; Requisition Management; Job Posting; Interview Management; and Offer Management 	
Time Tracking Solution must support: <ul style="list-style-type: none"> • Time scheduling and time entry • Absence Management 	ERP
Financial Management Core Financials Solution must support financial management and accounting functionality: <ul style="list-style-type: none"> • Financial Management; Accounting and Reporting; Flexible Account Structure; Supplier Accounts; Customer Accounts; Business Assets; Cash Management; Budgets; Contracts; Billing and Revenue; Bank Reconciliation 	ERP
Grants Solution must be able to administer and report on awards from 3 rd parties such as the federal government, foundations, or other funding institutions: <ul style="list-style-type: none"> • Manage Sponsors; Record Awards; Manage Hierarchies; Calculate Facilities and Administrative Costs; Manage Budgets and Balances 	ERP
Projects Solution must be able to support the creation and management of projects and other initiatives: <ul style="list-style-type: none"> • Build Plans; Utilize Project WBS; Phases; Tasks; Milestones; Planning and Staffing 	ERP
Project Billing Solution must be able to bill customers for specific projects: <ul style="list-style-type: none"> • Configure Rates; Apply Rules; Review and Approve Billable Transactions; Invoice Customers 	ERP
Procurement Solution must support the procure to pay process: <ul style="list-style-type: none"> • Manage Suppliers; Supplier Contracts; Requisitions; Purchase and Change Orders; Receipts; Goods and Services Sourcing; Track and Analyze Spend 	ERP
Inventory Solution must support central stores inventory: <ul style="list-style-type: none"> • Storage Locations; Physical Counts; Adjustments; Valuations; Units of Measure; Replenishment; Automatic Re-order Points 	ERP

Expenses Solution must be able to support employee expense processing: <ul style="list-style-type: none"> Expense Reports; Reimbursements; Rules; Approvals; Spend Analytics 	ERP
Reporting and Analytics Solution must support the ability for end users to create and manage their own reporting in real-time <ul style="list-style-type: none"> Embedded transactional and business process reporting and drill-down Ad-hoc report creation with on-line, print, spreadsheet and/or PDF integration Management reporting at any level of organization and/or account or budget elements Complex multi-dimensional reporting for financial statements and statutory reports Ability to import external data for combination with system data to provide deeper predictive analytics 	ERP, HR, SIS
Cross-Functional Technology <ul style="list-style-type: none"> Consumer-like User Interface One security model (not different per application) Mobile-enabled (not add-on technology) Flexible business process configuration One workflow engine (not different per application) Global capabilities: multi-language and multi-currency enabled 	ERP, HR, SIS

Table 2: Capabilities Table

Tab 7 – Pricing

- ◆ **Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.**

- ◆ **Price lists must contain the following:**
 - **Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).**
 - **Description**
 - **Vendor's List Price**
 - **Percent Discount to NCPA participating entities**

name of solicitation, and date on media of choice.

◆ Not To Exceed Pricing

- **NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.**
- **The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.**
- **NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.**

Tab 8 – Value Added Products and Services

- ◆ **Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.**

Previously listed solutions are Cloud Administration Solutions and are now incorporated in Tab 5.

Tab 8 – Value Added Products and Services

- ◆ **Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.**

Frontline Education offers an array of solutions with a sole focus on the K-12 education technology market. Frontline supports the front line of education in efficiently and effectively managing everything from Recruiting & Hiring, Position Control Management, Screening Assessments, Electronic Employee Records & Forms Management, Time & Absence Management, Finance, HR, ERP & Student Information Management, School Electronic Health Records, Medicaid Billing, Mental and Behavioral Health Case Management, and Special Education Case Management. to Professional Learning Tools, and Evaluations, to Special Education & Intervention.

These of just a few of the many solutions that Frontline believes will add value to Region 14 ESC and all NCPA participating entities.

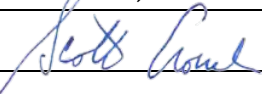
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Frontline Technologies Group LLC</u>
Print Name	<u>Scott Crouch</u>
Address	<u>1400 Atwater Drive</u>
City, State, Zip	<u>Malvern, PA 19355</u>
Authorized signature	<u></u>
Date	<u>October 31, 2019</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

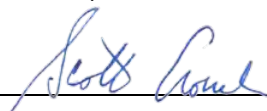
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

October 31, 2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

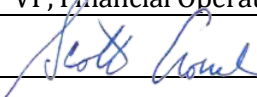
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Frontline Education
Address	1400 Atwater Drive
City/State/Zip	Malvern, PA 19355
Telephone No.	866-504-8222
Fax No.	888-492-0337
Email address	scrouch@frontlineed.com
Printed name	Scott Crouch
Position with company	VP, Financial Operations
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



Amplify operational excellence from the business office to the classroom.

Confidently manage the in's and out's of the student experience.

Are you tired of being stranded on SIS island with limited access to data across departments?

Connecting Frontline's student information system with HR, Finance and Payroll information equips administrators with comprehensive year over year data – from enrollment and funding to scheduling and how that effects your payroll and budget – all at a glance!



Save Loads of Time

With predictive scheduling, paper-free enrollment and registration, and completely connected classroom operations – your team can regain valuable time that is no longer wasted on tedious, manual tasks.



Connect Student and Finance

Now you can process payment for the spectrum of student-related fees – all in the same system that handles your funding and budget information.*



Clean Data In, Clean Data Out

Erase the stress of correcting thousands of errors with embedded validation tools that ensure special programs coding, age-against-grade level, transcript data and so much more is ready for submission time.

Why Frontline Education?

Since our launch in 1998, Frontline has supported operational excellence in over 80,000 schools. Today, we are proud to offer school district administrators a student information system that connects all the critical data points from the business office to the classroom.

When everything you need is in one comprehensive system, you never have to worry about stale information, and your processes can be nimble enough to support outstanding education!

*Available with the Frontline ERP integration



What are School District Administrators saying about Frontline SIS?

"Having a single database relate all the variables involved with the education of our students allows us to have better decision-making as we continue to improve student learning."

Jim Hirsch – (Former) Associate Superintendent for Academic and Technology Services, Plano ISD

"The all-in-one school management system gives us efficiencies in all areas of operation, from automating complex processes to managing student information."

Dr. Todd Stephens – Superintendent, Magnolia ISD



Amplify Operational Excellence from the business office to the classroom.

Frontline ERP and SIS go together
like Texas and good BBQ!



Texas school districts have unlocked the secret sauce for managing and reporting on everything for Student, Human Resources, Finance & Payroll.

You can finally automate all of those tedious time-consuming tasks, eliminate stagnant paper processes, streamline internal workflow, and elevate your district's impact on student success.

Frontline ERP & SIS

- Scheduling, Pathways, Enrollment and Registration
- Classroom Operations: Attendance, Grades, Discipline, Student Fees Management, Student/Parent Portal, Health and more
- Real-time data and financial clarity system wide from recruiting to retirement, budget to spend, procure to pay, and more; with built in workflows and notifications
- Position control and management, organizational mapping, effective dating, and unique K-12 specific pay structures
- Embedded data validation tools to optimize Federal & State reporting including TSDS, PEIMS, TRS; with a robust query builder and ad-hoc analytics tool
- You deserve to have full control (and flexibility) with your District's data – that's why Frontline ERP & SIS connects everything for Student, Human Resources, Finance & Payroll in a single role-based database.



"It's an all-in-one school management system that gives us efficiencies in all areas of operations from automating complex HR processes to building district budgets and managing student information. We're excited about this partnership as they offered us the best complete solution that meets the goals of our district."

— Dr. Todd Stephens – Superintendent, Magnolia ISD

"The mobile app has allowed me to stay connected with my son's teachers, grades and attendance – and it doesn't matter where I happen to be during the day. At home, at the office and while on business trips, all I need is my smartphone. Thank you, the app is now a part of my daily life."

— D. Silverman – Parent, Austin ISD



Software built for schools, by schools

**FINANCE, PAYROLL, BUDGETING,
POSITION CONTROL, PROCUREMENT,
REVENUE, SPEND**

AND SO MUCH MORE!

Frontline ERP

In 2001, **Texas school districts** came together and collaborated on what Texas school business officials needed software to offer in order to **solve real problems** district-wide.

What makes Frontline ERP unique to Texas K-12 school districts?

- We do **not** serve municipalities, government or higher ed
- Data collection and reporting for Federal/Texas DOE, PEIMS, TSDS and TRS
- Texas-based support team
- Natively built for K-12 position control
- Real-time analysis based on concurrent funding cycles
- Accurate budget forecasting and modeling including encumbrances
- Robust compensation management that enables accurate payroll processing for unique contract agreements for intricate pay structures
 - Grades, cycles, steps, stipends, supplementals and more!
- Embedded data validation tools and workflows
- Automate contract rollovers/renewals and online employee acceptance



"It's an all-in-one school management system that gives us efficiencies in all areas of operations from automating complex HR processes to building district budgets and managing information."

We're excited about this partnership as they offered us the best complete solution that meets that goals of our district."

— **Dr. Todd Stephens, Superintendent, Magnolia ISD**

Unlock efficiency and achieve financial peace of mind with **Frontline ERP** – the single role-based integrated system of record for everything from recruiting to retirement, budget to spend, and from procure to pay.



Don't let employee absences interrupt student learning.

Track absence trends and find the most qualified substitute for every classroom.

Absence and Substitute Management

When your employees are absent, student learning suffers — and trying to find a substitute can mean a lot of early mornings and late nights for your secretary or sub caller. Whether it's finding a janitor to clean the school, a paraprofessional to support students, or a substitute teacher to lead the classroom, it's important to have someone to fill in when employees are out.

With the absence and substitute management tools in Frontline Absence & Time, you can effectively manage employee absences, track leave and find the best substitute when needed.

Improve Absence Management

Reduce Absenteeism – Identify and address trends like high absence days to help employees stay accountable.

Track, Report & Benchmark Trends – Access the data you need through pre-built and customizable reports. If you're also using Frontline Central, you can even compare your progress with state & regional benchmark data from the Frontline Research & Learning Institute.

Reduce Paperwork – Reduce paperwork by automating processes like absence approvals and requests. And since our system integrates with hundreds of others, you won't need to manually re-enter data.

Get the Right Substitutes

High Fill Rates – Allow substitutes to proactively find jobs over the phone or online, so you're not pulling other employees to cover or combining classes.

Finding the Best Subs – Use skill settings, preference lists and exclusion lists to find substitutes who are qualified to cover each absence.

Reclaim Hours Spent Calling Subs – Be sure a qualified substitute is in place when teachers are out, so your sub caller doesn't need to spend hours trying to put out fires.



About Frontline Education

Frontline Education is an integrated insights partner serving more than 12,000 educational organizations and millions of educators, administrators and support personnel in their efforts to develop the next generation of learners. Frontline Education delivers industry leading software solutions and critical insights to the education community.



To learn more or get a demo, please visit the link below.



Reclaim your time,
save money and
ensure compliance.

Time and Attendance

Managing your time and attendance on paper can present some challenges: spending hours chasing down and approving timesheets, trying to comply with state and federal guidelines, struggling to control overtime and labor costs and more.

The time and attendance tools within Frontline Absence & Time allow you to electronically capture and manage employee hours. It's easy to eliminate tedious paperwork, approve timesheets, improve compliance and increase accuracy in payroll.

Accuracy

- Accurately capture employee time
- Eliminate payroll errors from manual data entry
- Correctly apply rules by employee classification, labor contractor employee policies

Efficiency

- Save time tracking down and entering paper timesheets
- Easily approve employee time electronically
- Prevent employee overtime costs before they occur

Compliance

- Improve compliance with state/federal labor laws, including ACA
- Access data to help prevent lawsuits under FLSA
- Be prepared for a Department of Labor audit
- Track and manage overtime, comp time, exception pay, annualized pay and more

Accountability

- Know who is where in real time
- Reduce no-shows and tardiness
- Monitor employee attendance behavior

Total Attendance Management

As part of the full Frontline Absence & Time solution, you can see the whole picture of employee attendance. Our system provides total visibility into where your people are, when they're working and in what capacity.



In Their Own Words

"The amount of time that our supervisors now have to spend approving timesheets is minimal compared to what it used to be, and that alone would have been reason enough to go with the system."

Gary Lambert
Director of Technology,
Beekmantown Central
School District



To learn more or get a demo, please visit the link below.



Paid Sick Days Made Easy

MANAGE PAID SICK AND SAFE
LEAVE FOR SUBSTITUTES WITH
ONE INTEGRATED SOLUTION.

The Healthy and Safe Families and Workplaces Act requires all Rhode Island employers with more than 18 employees to provide employees with paid sick leave.

To stay compliant, you have two options. You can provide every eligible employee and substitute in your district with paid sick days upfront, regardless of how much they actually work — a very expensive way to go. Or, you can have employees and substitutes accrue sick leave based on time worked. This means you will need to track each individual's eligibility, sick leave accrual and sick leave usage — an administrative nightmare if you don't have the right tools.

Paid sick leave doesn't have to be expensive or difficult. Absence Management works with Time & Attendance to automate the entire process for you.

- Automatically track and manage substitute eligibility, sick leave accrual and sick leave usage
- Have easy access to current and up-to-date sick leave balances
- Reduce the chance of sick leave overuse outside of current balances and entitlements

Let's take a look at how much easier it is to manage paid sick days for your substitutes with Frontline Absence & Time.

What Needs to Be Done	Absence & Substitute Management	Time & Attendance
Track substitutes' time worked		✓
Receive call from sub taking sick leave and record job cancellation	✓	
Record sub's absence	✓	
Find a new substitute	✓	
Calculate sick leave entitlements based on time worked		✓
Determine if substitute is eligible to use sick leave and has enough	Checks with Time & Attendance to ensure sub has available sick days	Shows balances based on last approved timesheet
Update sick leave balance accordingly (if eligible)	✓	Shows a timesheet entry with an absence for sick leave
Complete pay run so substitute can be paid	Provides report of absences	Sends data to payroll so substitute can be paid

Learn more at:

FrontlineEducation.com/SickDays



Find and hire the best candidates for your district.

Leverage faster, better hiring to support student
success and build a stronger community.



Every vacancy is a valuable opportunity — a chance to strengthen the professional community, increase student achievement and build curriculum. By hiring the best candidates for your needs, you can position your schools for continued growth and success. But finding and hiring the perfect employee for every opening is tough.

With **Frontline Recruiting & Hiring**, you can reclaim your time every step of the way. Our solution helps you reach more candidates and easily discover those most likely to succeed in your district.



Cast a wider net

With today's teacher shortages, it's more critical than ever to reach plenty of applicants.

- Promote openings on social media
- Capture applicant interest at job fairs
- Advertise on popular online job boards



Hire without the hassle

The hiring process can be quick and easy — no headaches necessary.

- Track the status of applicants across multiple vacancies
- Manage interview scheduling and build custom questionnaires
- Customize and automate your workflows to speed up the hiring process



Identify the best candidates

Refine your applicant pool and uncover great potential, without digging through mountains of paper.

- Sort and filter to find the most qualified applicants
- Screen applicants with research-based, EEOC-compliant assessments
- Structure interview questions so you can find the best fit for your district



Get new hires up to speed

There's still a lot to do before a new employee's first day on the job.

- Let new hires complete onboarding and safety trainings on their own time
- Document compliance training and reduce the risk of classroom incidents
- Easily transfer new hire data to your other systems



To learn more or get a demo,
please visit the link below.



Don't wait for the best candidates to come to you.

Proactively recruit from the largest active pool of K-12 job-seeking educators.

Teacher shortages can make it tough to find an exceptional candidate for every position in your school system. And with Applicant Tracking (part of Frontline Recruiting & Hiring), you can advertise openings on popular job boards, social media and your district website.

But what if you could also proactively recruit the best candidates, instead of waiting for them to come to you?

Our Proactive Recruiting tools support your hiring efforts by empowering you to connect with qualified educators on K-12's largest job board.



Automatically Increase Your Recruiting Reach

- Reach out to the largest active pool of K-12 job seekers – over 1.4M active users – on K12JobSpot.com
- Post job openings for all education-related positions, including teachers, administrators and support staff
- Seamlessly post your jobs to K12JobSpot.com and Google Jobs with our easy integration
- Increase your online presence to attract millennial educators



Proactively Recruit Candidates

- Apply custom filters to proactively search and recruit your ideal candidates
- Quickly search through thousands of educator profiles
- Invite candidates who have viewed your jobs but not yet applied
- Create automated recruiting campaigns to reach new candidates



Personalize Your Outreach

- Customize your district profile to attract educators to your district
- Send personalized messages to any candidates meeting your criteria



Frontline Recruiting & Hiring: A Holistic Solution

Proactive Recruiting is directly integrated with Applicant Tracking, empowering you to recruit and hire the most qualified candidates with ease.



Find the candidates
most likely to succeed
in your district.

Screening Assessments

Our applicant screening assessments take the guesswork out of selecting applicants, with research-based tools that gauge your applicants' characteristics and compare them to known statistics of high-performing employees.

Prescreening Tools

- Use proven tests to automatically highlight top candidates
- Prevent frustration by automatically weeding out poor candidates
- Easily view applicant scores right next to their applications
- Support a fair hiring process with EEOC-compliant tests
- Access a library of 2,800 pre-built job descriptions or build your own

Interviewing Tools

- Access pre-built interview questions specific to K-12 positions
- Edit interview questions or build your own
- Equip interviewers with consistent interview protocols

Post-Hire Tools

- Ensure the best hire was made through post-hire performance surveys
- Confirm that people who interview well also perform well

Job-specific tests help you identify:

- Outstanding teachers
- Qualified special education teachers
- Great educators for urban schools
- The best support staff candidates
- Winning administrators



In Their Own Words

"Our evidence is clear based on the hires that we've made that the screening assessments really set the cream of the crop apart from the rest."

Dale Fisher

*Assistant Superintendent for HR
Deerfield Public School
District 109*



To learn more or get a demo, please visit the link below.



Find and hire great
employees faster.

Applicant Tracking

Tired of the paper, the back-and-forth and the unbelievable amount of time it takes to find and hire great people? It's time to take control of your entire hiring process.

The applicant tracking tools within Frontline Recruiting & Hiring make it easy to attract, select and efficiently hire the best candidates. You can customize our online system to perfectly meet your district's specific needs with automated workflows, improve communication and ensure a fair hiring process.

Why Use Our Applicant Tracking System?

- Cast a wider net and attract the best applicants, even for hard-to-fill positions
- Reduce the time and cost spent on hiring
- Automate paper-heavy workflows and improve communication
- Minimize risk and improve compliance

Recruiting

- Flag or block great or poor candidates, and notify selected candidates of new vacancies
- Post openings on social media sites and job boards, including K12JobSpot.com
- Electronically capture interest in current and future openings online and at job fairs

Assessment

- Create questionnaires or integrate assessment tools
- Easily sort and rank applicants based on scores
- Distribute electronic surveys to references

Interviewing

- Coordinate interview times easily online and in Outlook
- Create custom interviews from a 1,400-question library built specifically for K-12

Tracking

- Track the hiring status for applicants across multiple vacancies
- Access audit trails to track hiring activities and generate real-time reports
- Make more strategic recruiting and hiring decisions based on your district's data



In Their Own Words

"Frontline provides products that allow us to do our job much more efficiently and focus our energy and attention on meeting candidates, on building personal relationships. We now spend our time going through applications and choosing the best candidates, making sure we spend our time meeting candidates rather than pushing paperwork around on a desk."

Mark Benigni,
Superintendent
Meriden Public School District



To learn more or get a demo, please visit the link below.



Bring the Best Educators into your District

Frontline Recruiting & Hiring and Frontline Central

It's up to you to attract, engage and hire the best new employees for your school system. After all, teacher quality is one of the greatest factors influencing student success.

Frontline is here to help you find those spectacular educators — while saving you time, every step of the way.





Frontline Recruiting & Hiring

Our holistic solution to help you hire better employees faster includes:

Applicant Tracking with Proactive Recruiting

Don't wait for the best candidates to come to you. Proactively recruit from the largest active pool of K-12 job-seekers

- Reach tens of thousands of licensed educators who are in your state or interested in relocating
- Create automated recruiting campaigns to reach new candidates
- Send personalized messages to any candidates who meet your criteria
- Increase your online presence and attract more millennial educators
- Cast a wider net and attract the best applicants, even for hard-to-fill positions

Efficiently select and hire the best candidates — no paper required.

- Easily sort and filter to find the best candidates
- Ease communication with candidates
- Automate the hiring process, from collecting letters of recommendation to scheduling interviews
- Minimize risk and improve compliance

Prescreening Assessments

Refine your applicant pool and uncover great potential, without digging through mountains of paper.

- Identify top candidates with proven, EEOC-compliant tests
- Access pre-built interview questions specific to K-12 positions
- Ensure the best hire was made through post-hire performance surveys

Plus, **Frontline Recruiting & Hiring** integrates seamlessly with **Frontline Central**, our digital employee records management system, where you can complete the entire onboarding process online. By pairing these two solutions, your new employees have a great experience with your district from the moment they apply to a position, all the way through the hiring and onboarding processes.



Frontline Central

Manage the people without the paperwork.

- Electronically send out a packet of all new hire forms in advance
- Allow employees to complete and submit all forms online
- Gain visibility into which forms are completed or in progress, as well as when they are due
- Help new hires get right to work, rather than filling out a ton of paperwork on their first day
- Save time and improve efficiency by eliminating the paperwork

Attracting, recruiting, engaging, hiring and planning — it all comes together with **Frontline Recruiting & Hiring** and **Frontline Central**. Our solutions bring everything together to help you attract, hire and engage the highest-quality educators, for every position, without spending hours looking through resumes, calling candidates or struggling to find applicants.



Manage people without the paperwork.

It's time to put away the filing cabinet, dig yourself out from under the avalanche of paper on your desk and get easy access to the data and insights you need.



Bringing in the best educators is a win-win for everyone – until the demands of collecting, storing and maintaining employee records overshadow the valuable people-focused work so critical to student growth.

Spend less time on paperwork and more time on your people with **Frontline Central**, an electronic employee records system that securely and efficiently manages employee information online and streamlines time-consuming manual processes.



Maintain accurate records

In today's fast-paced (and compliance-driven) district, it's critical to have accurate employee information.

- Move away from storing paper records in difficult-to-navigate filing cabinets
- Improve district efficiency by streamlining contract renewals
- Let employees securely update their own information, based on permissions



Maximize new hire efficiency

Ensure all new hires are prepared and ready to go on day one.

- Electronically send out a packet of all new hire forms in advance, and track progress along the way
- Save time and maintain compliance with digital signatures
- New hires can get right to work, rather than filling out a ton of paperwork on their first day



Save time managing employee data

Reclaim time to focus on finding, supporting and retaining the best staff.

- Manage the entire annual contract renewal process
- Build custom workflows to automate complex processes
- Automate required policy distribution



Improve communication

Eliminate the back-and-forth with easy access to information.

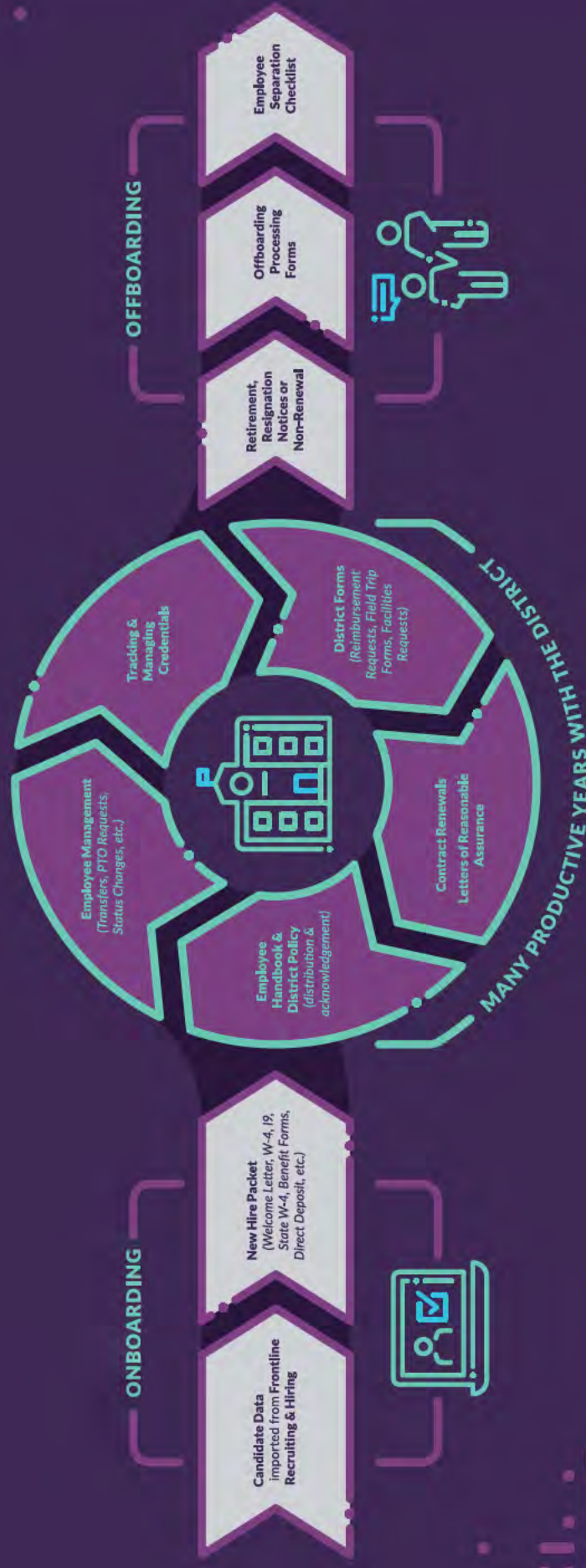
- Provide employees with easy visibility to their own records
- Reduce calls to the Human Resources office by providing permission-based access
- Ensure that forms are completed and approved on time



To learn more, please visit the link below.

Frontline Central

Make it about people, not paperwork.





Focus on feedback, not forms

Streamline the evaluation process and provide more meaningful feedback.

Employee Evaluation Management

Is the time required to manage educator evaluations resulting in more administrator focus on forms instead of crafting evidence-based feedback to improve performance? The employee evaluation tools (formerly MyLearningPlan OASYS) in Frontline Professional Growth support any evaluation rubric your district is licensed to use and integrate multiple measures including student growth objectives, pre- and post-observation conferences and peer feedback.

Frontline Professional Growth not only helps evaluations go smoothly by electronically capturing observation data, but also makes it easy to schedule, complete and review evaluations for all of your district's employees in one place. Easily managing deadlines, state requirements, forms and workflows online saves precious time. Evaluators can use this time to instead align evidence to rubrics and analyze data holistically, so they can provide meaningful feedback.

- Link all scored data and calculate a composite score
- Extract data for state reporting

Focus on continuous improvement

- Customize forms and rubrics for all your employee groups
- Incorporate qualitative data to facilitate dialogue around student growth
- Manage student learning/growth objectives
- Recommend targeted learning in Frontline Professional Growth's professional learning management tools (formerly MyLearningPlan PDMS) based on individual evaluation results

Frontline Professional Growth makes managing every component of the evaluation process easy for administrators and helps evaluators provide employees with relevant, actionable feedback. It also enables participants to truly engage in the evaluation process by accessing their own current and past evaluation data.

Why Use Frontline Professional Growth?

Always know the status of your evaluations

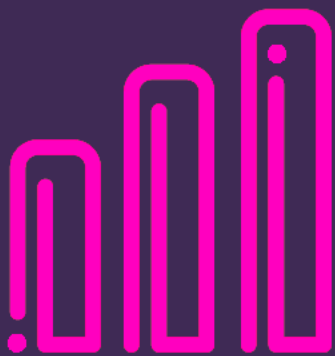
- Create custom workflows that match the needs of each employee group
- Set deadlines and receive notifications for any portion of the evaluation process
- Delegate responsibilities and control "who sees what"
- Monitor evaluation progress with simple visualization tools

Access and report on the evaluation data you need

- Create graphical reports to visualize trends at an individual, group, building or district level
- Upload and align artifacts for easy access



To learn more or get a demo, please visit the link below.



Say with confidence:
“Our people never
stop growing.”

Provide the best education possible
by supporting your teachers’
professional growth.

Ensure your teachers have what they need to become masters at their craft.

Learning that fits just right

With Videos and Courses Learning Resources, your educators have access to thousands of opportunities – for just-in-time learning or professional development linked to observation outcomes – that don't require a teacher absence.

- Provide educators access to thousands of videos showcasing best teaching practices in the classroom.
- Easily fit learning into busy schedules with on-demand, half-hour course modules.
- Monitor and document progress with SCORM-compliant courses, assessment questions and timely reports.

Collaborate on great teaching

With Groups, any leader, PLC or teacher can upload a video and invite colleagues to comment on it. Comments are time-coded and appear next to the video window, allowing viewers to participate in an online, discussion-style forum.

- Develop and spread great teaching by allowing teachers to engage in collaborative discussions around exemplary instructional videos.
- Record the classroom practice of your most effective teachers and share it with other educators in your school or district.
- Let teachers record videos of their own classrooms, then discuss the footage in an online forum to get feedback from select colleagues or PLC members.

Competency, not seat time

Micro-credentials are a great way for leaders to be sure their educators have the skills needed to be successful in the classroom. And they are a great way for educators to be recognized for the skills they possess or develop through professional learning.

- Require job-embedded evidence to achieve the micro-credential, ensuring educators are able to apply the skills they've learned in the classroom.
- Allow educators to focus on developing the skills they lack without spending a lot of time on the skills they already have.
- Enable a collaboration-based approach to assessment, which allows you to leverage the strengths of experts in your district.



"We are thrilled to be able to offer our teachers such a comprehensive PD library that is flexible to their needs and schedules. In fact, it's made an excellent recruiting tool in interviews of teacher prospects as well!"

– Ron Alexander, PLC Charter Schools, Tolleson, AZ



Foster relevant & substantive professional learning

Plan, manage and analyze results to impact student learning.

Professional Learning Management

The goal of professional learning for any district employee is ultimately to increase student achievement, but how do you know it's having an impact? Frontline Professional Growth helps you manage every aspect of the professional learning process and empowers educators to take an active role in ongoing professional learning and impact analysis.

Personalized, Job-Embedded Learning

Encourage self-directed professional learning based on individual goals and student learning needs.

- Monitor individual and team-based learning, as well as coaching and mentoring
- Empower educators to access their own professional learning data
- Create customizable Individual Professional Development Plans

Targeted Learning & Better Results

Professional learning should be targeted, data-driven and focused on outcomes.

- Align professional learning to personal, building, district or state goals
- Identify relevant professional learning based on evaluation results
- Monitor the application of new learning and impact on students
- Gather feedback about programs to gauge effectiveness

Effective, Paperless Management

Efficiently manage your processes online, so you can spend less time on paperwork and more time planning, managing and analyzing professional learning.

- Manage an online catalog of learning opportunities
- Track expenses to stay within budget
- Implement custom forms and workflows to support your approval process
- Track employee compliance with certification requirements
- Automatically generate substitute requests in Frontline Absence & Time



About Frontline Education

Frontline Education is an integrated insights partner serving more than 8,500 educational organizations and millions of educators, administrators and support personnel in their efforts to develop the next generation of learners. Frontline Education delivers industry leading software solutions and critical insights to the education community.



To learn more or get a demo, please visit the link below.

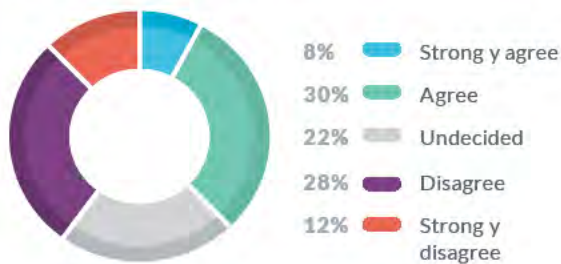


Provide the best education possible by supporting your teachers in their professional growth.

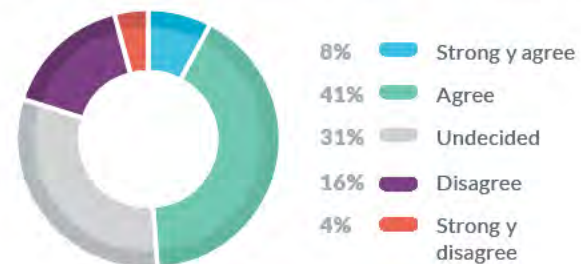


Feeling defeated from too much time spent on paperwork, and not enough working with teachers to grow classroom practice?

MY SCHOOL'S TEACHER EVALUATION PROCESS IS EFFICIENT AND NOT OVERLY TIME-CONSUMING.



OUR TEACHER EVALUATION PROCESSES ARE EFFECTIVE AT HELPING TEACHERS IMPROVE THEIR SKILLS AS TEACHERS.



Only about 1/3 of principals we surveyed said their evaluation process was efficient, and less than half could definitively say that their evaluation process was effective in helping their teachers improve their teaching skills.

Educators deserve better.

Join over 2,000 school districts who are streamlining and personalizing professional learning and evaluations with Frontline Professional Growth.



Professional Learning

Meet the individual and unique needs of every educator with relevant, engaging, and ongoing learning and development opportunities – videos, courses, micro-credentials, and more.



Evaluation

Make evaluations part of the growth process by linking evaluation outcomes to professional learning unique to individual teacher needs and goals.



Collaboration

Provide space for educators to meaningfully collaborate, learn together, give and receive feedback and develop a culture focused on learning.

Take back your time while giving your teachers the personalized learning experiences they deserve.

Contact us today!

For more information or to schedule a demo, visit:

FrontlineEducation.com/NeverStopGrowing



In Their Own Words

"Frontline Professional Growth has been extremely helpful for us in terms of helping us identify where we have strengths, where our teachers perform very well and how our teachers take advantage of professional learning opportunities. Then we can look back to see if there are areas that can be improved, and start planning more focused professional development opportunities. That ensures that our teachers have what they need to do for our kids in the classroom every day."

Dale Fisher

Assistant Superintendent for Human Resources,
Deerfield Public School District 109



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, with an address at 1400 Atwater Drive, Malvern, PA 19355 (“Frontline”), and the customer identified below (“Customer”). Frontline and Customer 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 herein (the “Terms and Conditions”), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the “Agreement”). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this 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	[Customer]
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Email: _____	Email: _____

Effective Date: _____

Attached: *Terms and Conditions*
 Exhibit A: Executed Order Forms

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the “Software”) and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time (“Documentation”) solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer’s behalf (collectively, “Authorized Users” or “End Users”) in the ordinary course of Customer’s business. Frontline shall provide any professional or other services set forth in an Order Form (the “Services”). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline (“Work Product”) are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline’s or its licensors’ proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline’s prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer’s and its Authorized Users’ use of the Software to confirm Customer’s and its Authorized Users’ compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer’s Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer’s purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator (“Software Administrator”). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer’s expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline’s normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer’s Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the “Customer Content”) in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer’s instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer’s use of the Software and receipt of the Services and Frontline’s provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer’s intended results, the use of the Software and Services, and the results attained from such selection and use. Customer

represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. **Integration.** Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. 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. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer 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 Customer 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 and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. **Warranties and Disclaimers.**

3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have 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. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. **Confidential Information; Privacy.**

4.1 **Confidential Information.** During the term of this Agreement and for two (2) 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 information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes 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 reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be 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, so long as the recipient 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.

4.2 **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3 **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, 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 Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) 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 SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') 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 HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. 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 hereunder reflects these disclaimers and limitations.

7. Term and Termination. The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the “Order Form Initial Term”) and will automatically renew for successive one-year terms thereafter (each, a “Renewal Term”), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. 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 Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline’s possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer 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 Software is necessary to avoid or mitigate harm to the security of Frontline’s or its customers’ systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering. Any other school district in the same state as Customer (“School District”) may also purchase from Frontline a license to the Software and provision of the Services for the School District’s own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered “Customer” as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an “Amendment”), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General. Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline’s prior written consent. 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. Notwithstanding anything to the contrary in this Agreement, except for Customer’s obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline’s licensors. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.” This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

1 Inch Binder Spine

*Customer
Instructions*

Please keep all
text and
graphics in the
content area
between side
panels
(Crop Marks)

When printing
to Mimeo only
submit your
completed
spine file for the
binder size you
desire.



Region 14 ESC NCPA Cloud-Based Administrative Systems



Production Instructions:
Trim to 1 inch