

Paul Brownlow

From: Mary Klamm <Mary.Klamm@njpacoop.org>
Sent: Wednesday, June 06, 2018 1:09 PM
To: Paul Brownlow
Subject: Frontline Information
Attachments: Verndale Public School District No 818 Shared Services Agreement for Frontline Education Access.docx

Dear Paul,

Attached is an agreement between your school district and Sourcewell to purchase the Applicant Tracking and Teacher-Teacher three-year license.

As a joint powers organization, we need approval from your school board and Sourcewell's board to work with your district on this project. **Please bring the attached agreement to your next school board meeting for approval.**

At the present time, our Sourcewell team is in training to learn all the intricacies of this product. Once we understand the training needed for successful implementation, we will send the implementation timeline to your district contact. It will be a different process for those of you who already have/use the product and those of you that do not. We are scheduled to "go live" on September 1.

Please send me the name, email, and phone number of the person in your district who overall manages the advertising and posting of positions in your district. They will become the point of contact moving forward for this project.

If you presently have an agreement with Frontline and they have invoiced you, please do not pay them and forward the information to me if they continue to contact you for payment.

If you have any questions, please do not hesitate to contact me.

Mary

Mary Klamm | Teacher Recruitment Specialist

Cell: 218-289-5420 | Office: 218-895-4192

Website: www.sourcewell-mn.gov



SOURCEWELL SHARED SERVICES AGREEMENT FRONTLINE TEACHER RECRUITMENT SOFTWARE

This Shared Services Agreement (“Agreement”) is by and between Sourcewell (“Sourcewell”), a government educational service cooperative, located at 202 12th Street Northeast, PO Box 219, Staples, Minnesota 56479 and **Verndale Public School District No. 818** (“School”) with its district offices located at 411 SW Brown St, Verndale, MN 56481.

ARTICLE 1: PURPOSE

Sourcewell has a contract with Frontline Education (Master Service Agreement No. 5842767) to provide a web based teacher recruitment tool. School has the need for these services and wishes to use Sourcewell’s contract. School agrees to abide by the applicable terms of the Sourcewell-Frontline Education agreement, which are attached and incorporated into this Agreement as Attachment A. School understands that Sourcewell is providing the Frontline Education contract as-is, and that Sourcewell does not warrant the quality of service provided.

ARTICLE 2: PRICING AND PAYMENT

Annually, Sourcewell will invoice School for services provided under this Agreement in the amount of \$2,000. The invoice will be sent to School’s district office. School agrees to pay for these services within 30 days of the receipt of the invoice.

ARTICLE 3: TERM

This Agreement will commence on the date of the final signature by all parties and will remain in effect until June 30, 2021.

This Agreement may only be cancelled in the event the Sourcewell/Frontline Education Agreement is terminated prior to its expiration. In the event the Sourcewell/Frontline Education contract is cancelled, Sourcewell will provide advance written notice to School.

ARTICLE 4: GENERAL TERMS

Governing Law and Jurisdiction. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota.

Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other party.

Indemnity and Limitation of Liability. In the performance of this Agreement each party will be responsible for its own acts and omissions. Neither party will be liable to the other party for any punitive, special, incidental or consequential damages regardless of the cause.

Authority and Entire Agreement. The individuals signing this Agreement are authorized to execute said Agreement and it is binding upon the parties. This Agreement supersedes all prior understandings and agreements between the parties and may not be amended orally, but only in writing as mutually agreed upon.

Waiver. Failure by either party to take action or assert any right hereunder will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Amendments. This Agreement may only be modified or amended by written amendment signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Sourcewell

By: _____

Kassidy Rice
Name – **Printed**

Title Manager of Education Solutions

Date _____

Verndale Public School District No. 818

By: _____

Name – **Printed**

Title _____

Date _____

Paul Brownlow

From: Mary Klammer <Mary.Klammer@njpacoop.org>
Sent: Monday, June 11, 2018 10:48 AM
To: Chris Lindholm; ericpingrey@whaschools.org; Lee Westrum; Paul Brownlow; Vern Capelle; superintendent@isd485.org; David Endicott; George Weber; Simoine Bolin; Kevin Wellen; Jon Kringen; Stephen Jones; Murdock, Lori; Rochelle Johnson; Scott Vedbraaten
Cc: Cassidy Rice
Subject: Frontline Agreement
Attachments: Agreement NJPA and Frontline - Fully signed copy.pdf
Importance: High

Superintendents,

Attached is "Attachment A." This is the agreement between NJPA and Frontline that was referenced in the agreement I sent you last week. I apologize for not including it in my original request last week. While you are not approving the attached agreement, please include it, if you feel it is necessary, when you bring the agreement to your Board.

Hopefully I haven't confused you even more. Please do not hesitate to contact me if you need more clarification.

If you have not already done so, **please send me the name, email, and phone number of the person in your district who overall manages the advertising and posting of positions in your district.** They will become the point of contact moving forward for this project.

ALMOST ALWAYS HUMBLE,

Mary Klammer | Teacher Recruitment Specialist

Cell: 218-289-5420 | Office: 218-895-4192

Website: www.sourcewell-mn.gov





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." For purposes of this Agreement, Customer shall also mean any school district that are a member of Customer's consortium, sublicensing Software from Customer pursuant to and subject to Frontline's standard End User License Agreement, and for which the Parties execute an Order Form (as defined below), (each such school district and its users, an "End User").

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form(s) and Statements of Work (collectively, the "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.

Frontline Technologies Group LLC dba Frontline Education	National Joint Powers Alliance
Signature: <u>Scott Crouch</u>	Signature: <u>Paul Drange</u>
Name: <u>Scott Crouch</u>	Name: <u>Paul Drange</u>
Title: <u>VP-Financial Operations</u>	Title: <u>Director of Regional Programs</u>
Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u> <u>scrouch@frontlineed.com</u>	Address: <u>202 12th St NE Po Box 219</u> <u>Staples MN 56479</u>
Email: _____	Email: <u>paul.drange@njpacoop.org</u>

Effective Date: 4-19-18

Attached: *Terms and Conditions of Agreement*
Exhibit A: Sample Order Form
Exhibit B: Customer Rate Card
Exhibit C: NJPA District List



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, Exhibits and/or Statements of Work, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license (except Customer may sublicense the Software to End Users) to use the software identified on any Order Form ("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 End Users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest in 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 End Users to not (i) 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); (ii) attempt to create any derivative version thereof; (iii) 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 (iv) 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.

1.2. Order Forms Customer may place orders on behalf of an End User 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. A list of End Users included in the initial Subscription fee as of the Effective Date of this Agreement is attached hereto as Exhibit C. 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 otherwise specifically agreed by the Parties in writing. 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).

1.3. 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 the 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.

1.4. Customer Content The Software and Services may enable Customer and End 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, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of 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.

1.5. Integration Customer may, at Customer's discretion 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 Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the 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) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of 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 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.

1.6. 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 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.

1.7. 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.

2. Invoicing and Payment All fees and charges will be set forth in the applicable Order Form(s) and subject to the Customer rate card attached hereto as Exhibit B. 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 unless otherwise stated on the front of an Order Form. The Subscription Start Date for the Initial Order Form shall be July 1, 2018. The Subscription Start Date for any new Order Form shall be defined as either: (a) thirty (30) days after Customer's signature of the applicable Order Form, or (b) as otherwise defined on 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 the highest rate allowed under applicable law. 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. Frontline reserves the right to increase the fees detailed in Exhibit B upon the start of a Renewal Term with no less than thirty (30) days advance written notice to the Customer. Any such increase would apply to renewal invoices for all End Users and any new Order Forms in which the subscription start date of the Order Form occurs during the Renewal Term in which the price increase is in effect. 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 End 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. 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) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the 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 the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, 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 redisclosure of Student PII.
- 4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures 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 (i) any warranty that these security measures will be 100% effective or error-free or (ii) 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 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 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 be defined in each applicable 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, Customer (a) shall immediately



cease using the Software and (b) for a period of thirty (30) days, may request a copy of 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 and 8

8. **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. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment 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.



Exhibit A-1 Frontline Customer Order Form

CDUS3146

MSA5842767

4/18/2018

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

National Joint Powers Alliance
200 First Street NE
PO Box 219; 202 12th Street NE (billing)
Lisle MN 56479

Contact: Mary Klamm
Title: Teacher Recruitment Specialist
Phone: (218) 289-5420
Email: mary.klamm@njpacopp.org

Order Form Details:

Pricing Expiration: 4/30/2018
Account Manager: Kareem Smith

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: New

Pricing Overview:

Startup Cost: One-Time cost Invoiced upon signing **\$15,000.00**
Annual Subscription: Recurring Cost **\$31,156.40**
(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
Applicant Tracking & Proactive Recruiting	\$31,156.40	1	\$31,156.40
Applicant Tracking Implementation	\$15,000.00	1	\$15,000.00

Amount Invoiced upon Signing (Startup Cost) **\$15,000.00**
(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline. Notwithstanding anything to the contrary, Customer may only terminate an Order Form after the expiration of the Order Form Initial Term.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms: Pricing reflects annualized rates. Initial invoice will be prorated from Subscription Start Date to 6/30. Customer shall then receive an annual subscription invoice for the rest of the Order Form Initial Term - 7/1-6/30.



Exhibit A-1

Frontline Customer Order Form

Quote#: 02090008

MSA#: MSA5842767

02/23/2018

P: | F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

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

Teachers-Teachers Order Form Terms and Conditions

1. Teachers-Teachers.com ("Teachers-Teachers") is a web-based service where employers (such as, but not limited to, schools or school districts) can advertise to and communicate with a database of individuals and prospective employees (such as, but not limited to, prospective teachers or administrators) ("Prospective Employees"). The terms and conditions set forth below govern the Customer's and its representatives' use of the Teachers-Teachers website and services and are legally binding on the Customer.
2. Information pertaining to Prospective Employees and other individuals found through Teachers-Teachers is confidential and will not be shared with anyone by Customer outside of the Customer. The Customer will not distribute, disclose or transfer such information to third parties unless compelled to by law.
3. Notwithstanding anything to the contrary in these terms and/or any other agreements between the parties, as between the parties, Teachers- Teachers owns all right, title and interest in and to any and all individual Prospective Employee (and or any other individuals') profile data and resume data, whether or not created or updated via the Teachers-Teachers services, including, without limitation, via Teachers- Teachers.com and/or K12jobspot.com.
4. The Customer will not provide services in competition with or substantially similar to the services provided by Teachers-Teachers.
5. The Customer understands that Teachers-Teachers does not screen or verify any information provided by the individuals listed on its website. Therefore, the Customer is responsible for conducting its own search into the background, qualifications and credentials of any Prospective Employee it chooses to hire. The Customer will use the Teachers-Teachers service in compliance with all applicable laws.
6. The Customer is prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of Teachers-Teachers.com. The Customer acknowledges that it may not:
 - a. Provide false or misleading information on Teachers-Teachers.com or to Teachers-Teachers.
 - b. Use Teachers-Teachers.com to violate any applicable law or regulation, or violate the privacy or publicity rights of any other person.
 - c. Post any information that is abusive, defamatory, discriminatory, hateful, obscene, vulgar, sexually-orientated, threatening, or otherwise objectionable.
 - d. Harass, stalk, or otherwise subject any user of Teachers-Teachers.com and/or its services to unwanted and/or inappropriate contact.
 - e. Post any position or business opportunity which requires payment from the applicant/Prospective Employee or requires recruitment of other individuals, sub-distributors or sub-agents such as a multi-level marketing scheme, pyramid scheme, franchise or distributorship arrangement.
 - f. Use Teachers-Teachers.com and/or its services and/or its materials for any purpose other than to identify Prospective Employees for employment opportunities.
 - g. Make any changes, additions and/or deletions to any submissions posted by any user without the express written authorization of such other user.
 - h. Intentionally expose Teachers-Teachers.com and/or its services to any computer virus or any other program or code intended to disrupt or disable to operations of the website or its services.
 - i. Use any robot, spider or other program or device to retrieve or index any portion of the Teachers-Teachers.com website.
 - j. Harvest or otherwise collect information about users for any purpose other than use of Teachers-Teachers.com and/or its services as expressly permitted herein.
7. The foregoing list of prohibitions is illustrative and is not intended to be complete or exclusive. Teachers-Teachers reserves the right to terminate our relationship with the Customer under these terms and prohibit the Customer's access to Teachers-Teachers.com and/or its services or to edit, remove or close any posting by the Customer for any reason.

Please Email or Fax **ALL PAGES** of the signed order form to:
ksmith@frontlineed.com or 888.492.0337



Exhibit A
Sample Order Form for Additional End Users



1400 Atwater Drive Malvern, PA 19355

Customer:

Contact:
Title:
Phone:
Email:

Pricing Overview:

Startup Cost: One-Time cost due at signing
Annual Subscription: Recurring Cost

Itemized Description
(Product Description)

Exhibit A-1 Frontline Customer Order Form

CD888941
MSA1630
11/18/2016

P: 610-722-9745 | F: 888-492-0337

Order Form Details:

Pricing Expiration:
Account Manager:

Initial Term:
Subscription Start Date:
Startup Cost Billing Terms:
Subscription Billing Terms:
Sale Type:

\$22,000.00

\$22,000.00

(plus applicable sales tax)

Unit Price	Qty	Total
\$22,000.00	1	\$22,000.00

Amount Due at Signing (Startup Cost) \$22,000.00
(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement") BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN. CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.
Tax Exempt Number:

v20160201

Please Email or Fax ALL PAGES of the signed order form to:
COsum@frontlineed.com or 888.492.0337

Page 1 of 6

Frontline Education
1400 Atwater Drive, Malvern, PA 19355



Exhibit B
Customer Rate Card

Recruiting and Teachers-Teachers

Annual Subscription Rate: \$14.80114 per employee, per year

Annual Subscription rate is based on a minimum of 1,500 employees. Should the total employee count drop below 1,500 at any time, Frontline reserves the right to increase the rate.

Upon signing a new Order Form, Customer will be invoiced a \$500 set up fee plus the prorated Annual Subscription Rate (based on the Subscription Start Date (as defined in Section 2 of the Agreement) through the end of the then-current Term) for each new End User.

For clarity, Customer shall be invoiced the Annual Subscription detailed in the initial Order Form attached hereto upon signing. Such invoice shall be billed annually (adjusted for additional End Users) and will be non-refundable.

Customer's obligation to pay Frontline is not contingent on Customer's collection of funds from End Users.



EXHIBIT C
END USERS INCLUDED IN THE INITIAL ANNUAL SUBSCRIPTION

End User
Freshwater Education Dist
Paul Bunyan Education Co-Op
Wadena-Deer Creek SD 2155
Bertha-Hewitt Ind Sch Dist 786
Browerville Ind Sch Dist 787
Upsala Area School Dist 487
Walker-Hackensak-Akeley ISD 113
Verndale
Northland Cmty SD 118
Cass Lake-Bena Ind SD 115
Little Falls ISD 482
Mid-State Education District
Pequot Lakes Ind Sch Dist 186
Pine River-Backus Ind SD 2174
Long Prairie-Grey Eagle ISD 2753
Menahga Ind School Dist 821
Pierz School District 484
Royalton School District 485

Frontline Education
1400 Atwater Drive, Malvern, PA 19355

RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY

BE IT RESOLVED by the School Board of Independent School District No. _____, State of Minnesota, as follows:

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. _____ shall begin on _____, 20 ____ and shall close on _____, 20 _____. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00** o'clock p.m. on _____, 20 _____.

2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.

3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.

4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. _____
(NAME OF DISTRICT)
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. _____ shall begin on _____, 20 _____, and shall close at 5:00** o'clock p.m. on _____, 20 _____.

The general election shall be held on Tuesday, November _____, 20 _____. At that election, _____ members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, _____ (address) _____. The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00** o'clock p.m. on _____, 20 _____.

Dated: _____, 20 ____

BY ORDER OF THE SCHOOL BOARD

/s/ _____
School District Clerk

** the Secretary of State's office takes the position that the office must be open until 5:00 p.m. to receive filings on the last day for filing.

The adoption of this resolution is discretionary; the publication of the notice is mandatory.

* Note that the filing dates in districts that have opted into the primary law shall be between 70 and 84 days before the second Tuesday in August. Filing dates for all other districts shall be between 84 and 98 days before the date of the school district general election.