



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Frontline Technologies Group, LLC

Doing Business As, if applicable: Frontline Education

Business Address: 1400 Atwater Dr., Malvern, PA 19355

Business Phone: 610-349-7081

Business email: billing@frontlineed.com

SS# OR Tax ID #: 46-5125936

Funding Source & Acct # including location code: Alliance Grant
(Operations)

Principal or Supervisor: Lisa Mack

Agreement Effective Dates: From 09/01/2020 To 06/30/2024.

Hourly rate or per session rate or per day rate.

Total amount:

Description of Service: Please provide a one or two sentence description of the service. Additional software modules from Frontline Technologies to aid in the recruiting of certified staff and to move to electronic processing of new hire forms.

Submitted by: Phillip J. Penn Phone:



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations
Committee
From: Phillip Penn
Date: September 16, 2020
Re: Expanded Agreement with Frontline Education

Please **answer all questions and attach any required documentation as indicated below.** Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Frontline Technology Group, LLC, d/b/a Frontline Education
2. **Description of Service:** Human Resources software specifically tailored to Local Education Authorities
3. **Amount** of Agreement and hourly or session cost:
4. **Funding Source** and account number: Alliance Grant (Operations)
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? This is an expansion of an existing agreement with a current vendor.
 - b. What would an alternative contractor cost: Because the software is proprietary, there is a sole-source designation.
 - c. If this is a continuation, when was the last time alternative quotes were requested? N/A
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? The expanded software capabilities will greatly enhance the ability of our current HR staff to proactively prospect for new talent, rather than passively waiting for a candidate to respond to one of our postings. The software will also dramatically reduce the amount of time staff spends processing onboarding paperwork for new employees.
6. **Type of Service:**

Answer all questions:

- a. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe) We are subscribing to additional Human Resource modules offered by Frontline to expand our ability to recruit talent (Frontline Recruiting & Hiring) to NHPS and restructure what is currently a time-consuming (30 to 45 minutes per new hire), paper-based process to a self-service model completed by each new employee (Frontline Central).

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No, the company is based in Pennsylvania
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? For-Profit
- d. Is the Contractor a public corporation? No, it's a Limited Liability Corporation
- e. Is this a renewal/continuation Agreement or a new service? Expanded service with an existing vendor.
- f. If it is a renewal/continuation has cost increased? If yes, by how much? The additional modules will cost the following:

FY 2021 \$69,564.25

See order form for updated figures.

FY 2022 \$82,593.90

FY 2023 \$86,723.59

FY 2024 \$91,059.78

- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes. Our current recruiting process is a reactive/passive one, where a potential candidate has to interact with one of our job postings for us to be aware of their interest. Frontline Recruiting, in contrast, will enable our recruiting staff to proactively search out candidates within the Frontline database with the experience level, certification(s), etc., that match the vacancy we are trying to fill. Similarly, our current onboarding process for new employees is entirely paper based, and requires 30-45 minutes per hire for HR staff to review, copy, forward, etc. Frontline Central makes this a self-service model, where the candidate completes the forms electronically and a checklist quickly determines if the package is complete. Over that past few years, the HR Department has lost 2.5 FTEs of staff. This more efficient process will greatly improve productivity and free up time for staff to work on

other matters.

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. Frontline Education is the industry leader in HRMS software for the education market. The company currently has relationships with xx district in Connecticut and xx district nationally. We currently utilize the company's Applitrack software.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Because the software is proprietary and the new modules integrate into the existing software to which we already subscribe, there is a Sole Source designation.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Sole source. Adding additional modules to existing software platform.

9. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Our recruiting is not as proactive as it can be, which greatly limits our ability to attract talent to NHPS. The new recruiting module will allow us to target specific skill sets, certifications or candidates for open roles at NHPS. The new software will also dramatically improve the efficiency of our onboarding process.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. New modules.
- c. How is this service aligned to the District Continuous Improvement Plan? As one example, the new recruiting module will allow us to search more than 20,000 candidates who graduated from historically Black colleges and universities (HBCU), which should in turn enable us to attract more diverse certified staff to NHPS.

10. Why do you believe this Agreement is fiscally sound?

The increased efficiency in the onboarding process will eliminate the need to add back to the organization a 0.5 or 1.0 FTE role to handle the paperwork associated with new hires. If successful, over time the new recruiting capabilities should enable NHPS to reduce the fees paid to recruiting sites and recruiters.

11. What are the implications of not approving this Agreement? We continue to operate in a less than optimal manner.

Rev: 8/10/2020



Phillip Penn
Chief Financial Officer
New Haven Public Schools
New Haven, CT 06519

Dear Phillip:

On behalf of Frontline Education, I am pleased to present you with the following proposal and pricing for Frontline's Onboarding and Forms, Proactive Recruiting, and Screening and Selection solutions.

Frontline Education is an integrated insights partner serving more than 9,500 K-12 organizations and millions of educators, administrators and support personnel in their efforts to develop the next generation of learners. With more than 20 years of experience serving the front line of education, Frontline Education provides actionable intelligence and insights that enable informed data driven decisions that drives engagement across school systems.

Bringing together the best education software solutions into one unified platform, Frontline is pioneering a human capital management approach that meets the unique needs of education. The Frontline Insights Platform makes it possible to efficiently and effectively manage the administrative needs of the education community with solutions including Frontline Recruiting & Hiring, Frontline Absence & Time, Frontline Professional Growth, Health Management, and Frontline Special Ed & Interventions.

This proposal contains descriptions of the solutions you have expressed interest in. Investment estimates are provided which include the annual subscription fees, one-time implementation fees, and administrator training with related terms and conditions. You will note that we were able to provide you significant discounts for these new solutions due to your continued investment with Frontline Education.

We look forward to your selection of Frontline Central and enhancing your Recruiting & Hiring services, while expanding your investment with Frontline Education as your long-term education partner. We look forward to providing solutions that meet the needs of your goals and strategic initiatives as your trusted advisor in your success.

Sincerely,

Joel Titmas
jtitmas@frontlineed.com
610-349-7081

Review of Frontline Solutions

The **Frontline Insights Platform** is bringing critical technologies together to provide on-demand, actionable insights to the front line of education. It is a powerful combination of the Frontline Education solutions, connected to Frontline Central – a single source of truth for all employee information within the Frontline systems – and built on a foundation that provides a secure, efficient and consistent user experience.

Includes:

- **FERPA-compliant security**
- **Identity management**
- **Mobile applications**
- **Common UI and navigation**
- **Reporting and dashboards**

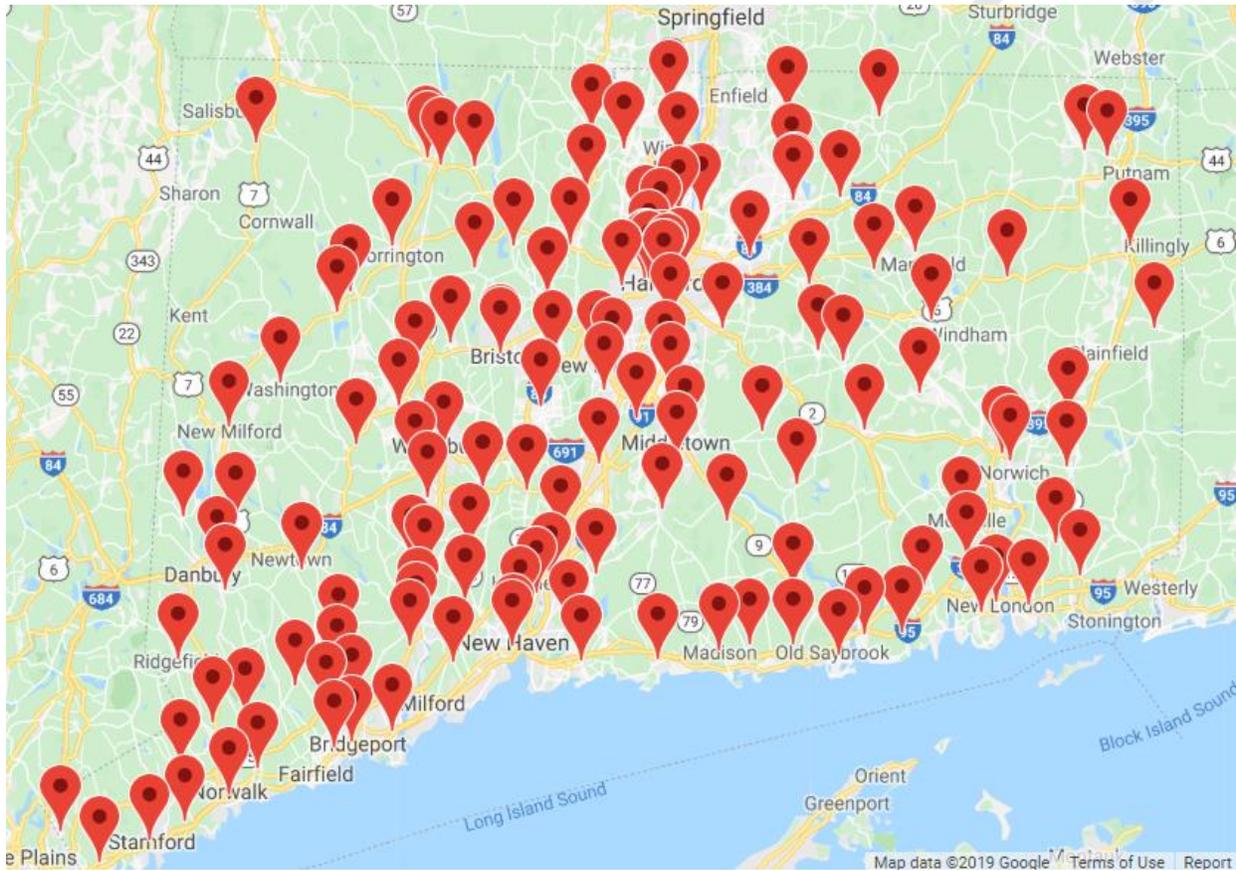
Frontline Proactive Recruiting & Hiring components:

- Recruiting and Hiring (Already being used by New Haven Public Schools)
- Frontline Central
- Proactive Recruiting
- Screening and Assessments

25 districts in the state of Connecticut utilize Frontline Education’s Recruiting and Hiring combined with Frontline Central services. For New Haven Public schools, Frontline Central will improve visibility between all NHPS stakeholders and improve the performance of your talented HR team. Clearly defined workflows will ensure all buildings and departments can see what their responsibilities are and enable them to reduce redundancies and increase operational effectiveness. Frontline Central will also provide your new hires a modern onboarding experience through the use of electronic forms review and signatures. HR will be able to push notifications for incomplete forms. By enhancing your Recruiting and Hiring software this will give NHPS access to more potential applicants including ones outside of your geographic area and select the best people for the jobs. K12Jobspot has over 57,800 job seekers who don’t live in CT but have expressed in moving to your state. Create automated campaigns to “recruit while you sleep”. Highlight top candidates with proven job specific assessments and pre-built interview questions specific to K-12 positions. Frontline Central is strategically integrated with Recruiting & Hiring with single sign-on access with one Frontline password.



Frontline’s clients in your state.



**Total September 1st 2020 – June 30th, 2021 New Solution Subscription:
Prorated Summary**

<u>Solutions</u>	<u>List Subscription</u>	<u>Bundle Discount</u>	<u>% Bundle Discount</u>	<u>Net Subscription</u>
Frontline Central	\$57,032.90	\$5,703.29	10%	\$51,329.61
Proactive Recruiting/Screening Assessment	\$19,149.60	\$1,914.96	10%	\$17,234.64
Total	\$76,182.50	\$7,618.25	10%	\$68,564.25



**Total July 1st 2021- June 30th, 2022 New Solution Subscription Summary
(Year 1):**

<u>Solutions</u>	<u>List Subscription</u>	<u>Bundle Discount</u>	<u>% Bundle Discount</u>	<u>Net Subscription</u>
Frontline Central	\$68,703	\$6,870.30	10%	\$61,832.70
Proactive Recruiting/Screening Assessments	\$23,068	\$2,306.80	10%	\$20,761.2
Total	\$91,771	\$9,177.10	10%	\$82,593.90

**Total July 1st 2022- June 30th, 2023 New Solution Subscription Summary
(Year 2):**

<u>Solutions</u>	<u>Subscription</u>
Frontline Central	\$64,924.33
Proactive Recruiting/Screening Assessments	\$21,799.26
Total	\$86,723.59

**Total July 1st 2023- June 30th, 2024 New Solution Subscription Summary
(Year 3):**

<u>Solutions</u>	<u>Subscription</u>
Frontline Central	\$68,170.55
Proactive Recruiting/Screening Assessment	\$22,889.23
Total	\$91,059.78



Total discounted savings through June 30th 2024 = \$22,553.98 (based off of current list price)

Implementation Overview

Frontline Education prides ourselves on stellar Customer Service. The implementation of your solutions will be managed by an Implementation Consultant who is a solution expert. They will guide you through the process of gathering requirements, configuring the system to meet the needs of your district and testing the processes. In addition, the Implementation Consultant will also be your Trainer to your District Admins & Staff. Throughout the process, we will provide resources including an online Learning Center, documentation, and a project plan to help guide you every step of the way. Once you are fully utilizing the system, we will engage our Support Team to be there for any additional questions and/or feedback you may have.

Implementation Fee Summary

<u>Solution</u>	<u>One-Time Implementation Fees</u>
Frontline Central	\$4,200
Proactive Recruiting	\$900
Screening and Assessments	\$0
Total	\$5,100







1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
New Haven School District 54 Meadow Street New Haven, Connecticut, 06519 United States	Pricing Expiration: 8/21/2020 Quote Currency: USD Account Manager: Joel Titmas
Contact: Philip Penn	Startup Cost Billing Terms: One-Time, Invoiced after signing
Title:	Subscription Billing Frequency: Annual
Phone:	Sale Type: New
Email: phillip.penn@new-haven.k12.ct.us	Initial Term: 10/01/2020 – 6/30/2024

Pricing Overview	Amount
One-Time Fees	\$5,100.00
Annual Recurring Fees	\$82,593.90
(Initial Term Prorated Fees)	\$61,775.71

One-Time Fees Itemized Description	Quantity
Frontline Implementation	

Annual Recurring Fees Itemized Description	Start Date	End Date
Segment 1		\$61,775.71
Frontline Central Solution	10/01/2020	6/30/2021
Recruiting & Hiring Solution	10/01/2020	6/30/2021
Segment 2		\$82,593.90
Frontline Central Solution	7/01/2021	6/30/2022
Recruiting & Hiring Solution	7/01/2021	6/30/2022
Segment 3		\$86,723.59
Frontline Central Solution	7/01/2022	6/30/2023
Recruiting & Hiring Solution	7/01/2022	6/30/2023
Segment 4		\$91,059.78
Frontline Central Solution	7/01/2023	6/30/2024
Recruiting & Hiring Solution	7/01/2023	6/30/2024



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Additional Order Form Information

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order included

PO #:

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



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Invoicing Schedule	Due Date	Amount
One Time Fees Frontline Implementation	Upon Signing	\$5,100.00 + applicable sales tax
Segment 1		\$61,775.71 + applicable sales tax
Frontline Central Solution	10/31/2020	
Recruiting & Hiring Solution	10/31/2020	
Segment 2		\$82,593.90 + applicable sales tax
Frontline Central Solution	7/31/2021	
Recruiting & Hiring Solution	7/31/2021	
Segment 3		\$86,723.59 + applicable sales tax
Frontline Central Solution	7/31/2022	
Recruiting & Hiring Solution	7/31/2022	
Segment 4		\$91,059.78 + applicable sales tax
Frontline Central Solution	7/31/2023	
Recruiting & Hiring Solution	7/31/2023	

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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" or "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.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: <u></u></p> <p>Name: <u>Gregory A. Doran</u></p> <p>Title: <u>CFO</u></p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p>	<p>New Haven School District</p> <p>Signature: <u></u></p> <p>Name: <u>Yesenia Rivera</u></p> <p>Title: <u>BOE President</u></p> <p>Address: <u>54 Meadow Street</u> <u>New Haven, Connecticut 06519</u></p> <p>Email: <u>yesenia.rivera@bxe.net</u></p>
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Attached: *Terms and Conditions*
Exhibit A

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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 affect 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

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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

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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 therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The 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 (30) 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 Disclosures

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-

1400 Atwater Drive Malvern, PA 19355

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

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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 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 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.

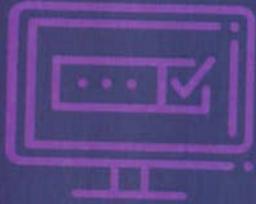
Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, 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



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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.

STATEMENT OF WORK



Proactive Recruiting

Standard Implementation Services

Statement of Work: Proactive Recruiting Implementation Services

Introduction

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



Scope/Deliverables

Project Management, Training & Consulting

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

Configuration

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

Specific examples of configuration services during implementation include –



Setups	Pre-configured with Proactive Recruiting	Frontline Education Configuration Services
District Employer Info Page	Registration info included	Complete page
Location List	1	Adjust as needed
Position List	355 separate positions that fall in 38 categories under 3 areas	Adjust as needed
User List	1	1
Groups	0	2
Email Templates (Auto Replies)	4	3
Job Postings	Postings occur from enabled Recruiting & Hiring integration	
Campaign	0	1
Filters	28	1
Custom Filters	0	2
Admin Views	5	3

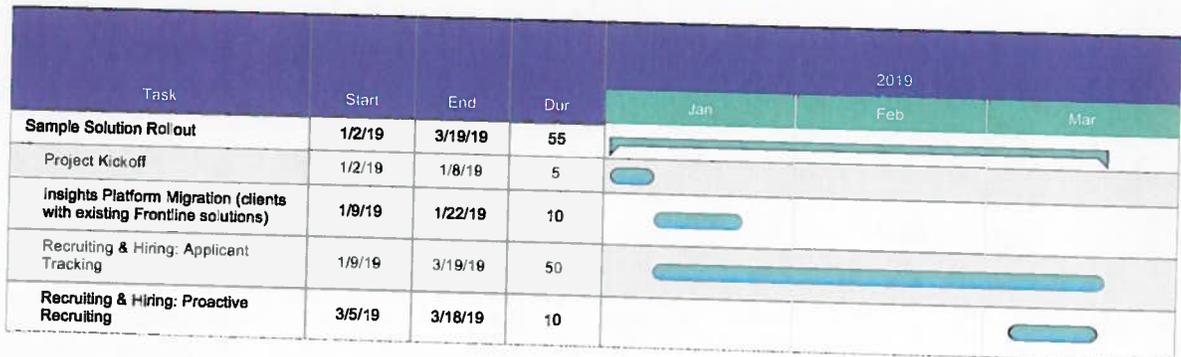
Additional Optional Services

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

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

Schedule

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



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

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.



- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

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

IT Department

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

Assumptions

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

Implementation Policies

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



STATEMENT OF WORK

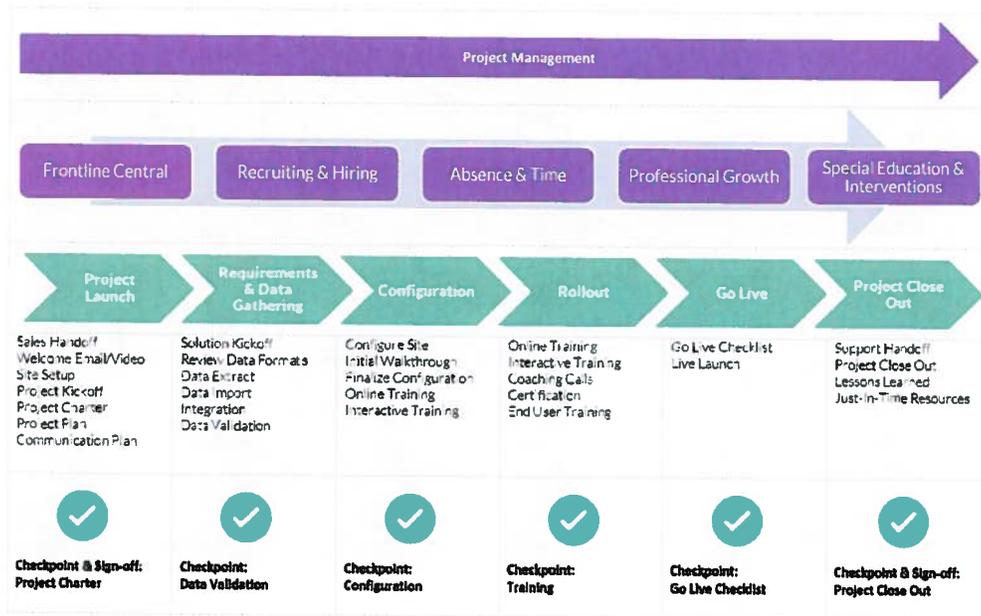


Recruiting & Hiring

Standard Implementation Services

Introduction

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



Scope/Deliverables

Project Management, Training & Consulting

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

Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide instructions on how to configure services to tailor default setups to your specific needs and provide your



project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

Specific examples of configuration services during implementation include –

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

Data Imports

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

Data Imports - Applicant Tracking

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



Systems Integration

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

Systems Integration - Applicant Tracking

- Standard web services integration with Frontline Education Solutions' Absence and Substitute Management and Frontline Central
- One established HRIS/Payroll integration
 - An established interface is defined as an integration that is currently established with a vendor and/or requires no development resources
- One established integration across each of the other types of integration partners
 - Background Check Provider, Applicant Screening, Digital Interview
 - For a complete list of vendor partners, please refer to: <https://www.frontlineeducation.com/Partners/Find a Partner>

Reporting

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

Additional Optional Services

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

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

Schedule

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

Task	Start	End	Dur	2018				
				Jan	Feb	Mar	Apr	May
Sample Solution Roll out	1/2/18	5/4/18	89	[Gantt bar spanning Jan, Feb, Mar, Apr, and May]				
Project Kickoff	1/2/18	1/8/18	5	[Gantt bar in Jan]				
Insights Platform Migration (clients with existing Frontline solutions)	4/3/18	4/16/18	10				[Gantt bar in Apr]	
Applicant Tracking	1/8/18	4/16/18	70	[Gantt bar spanning Jan, Feb, and Mar]				
Proactive Recruiting	4/17/18	5/4/18	14				[Gantt bar in Apr]	



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

Client Project Team: Roles & Responsibilities

Executive Sponsor

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

System Administrators

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

IT Department

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

Assumptions

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

Implementation Policies

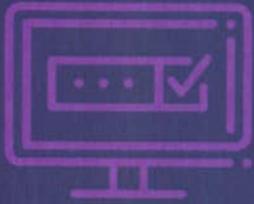
- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.



- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.



STATEMENT OF WORK



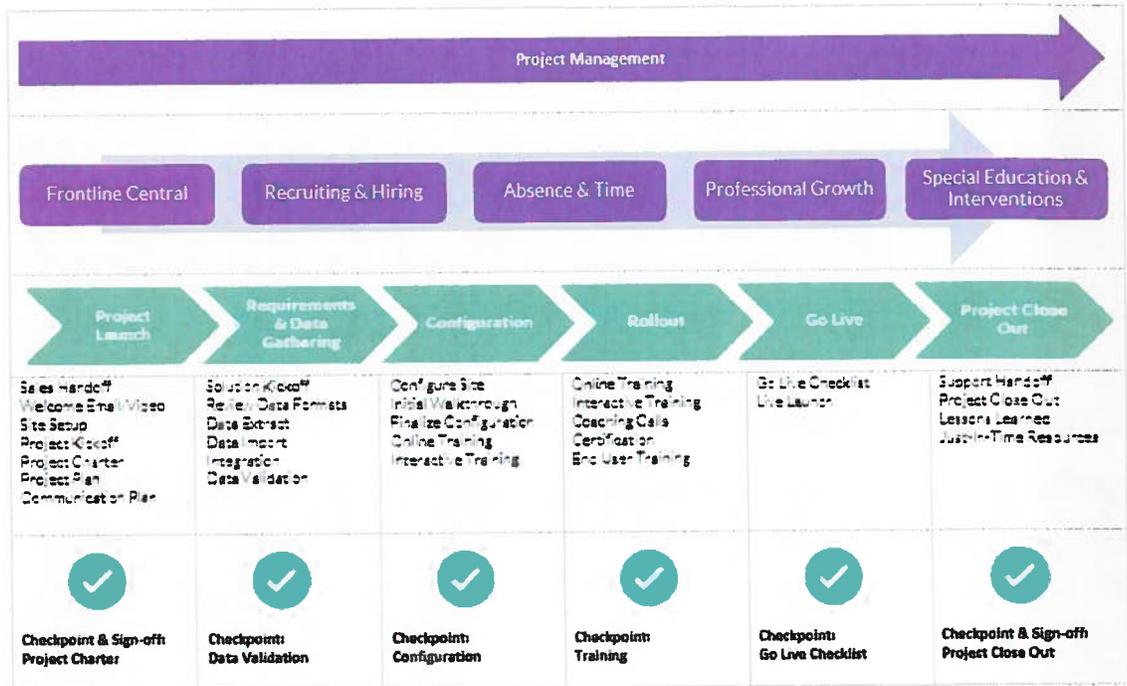
Frontline Central

Standard Implementation Services

Statement of Work: Frontline Central Implementation Services

Introduction

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



Scope/Deliverables

Project Management, Training & Consulting

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



Configuration

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

Specific examples of configuration services during implementation include –

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

Data Imports

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

- Employees

Systems Integration

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

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

Reporting

- Employee Extract

Additional Optional Services

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

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

Schedule

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



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

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

Client Project Team: Roles & Responsibilities

Executive Sponsor

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

System Administrators

- System administrator: e.g. HR admin, or IT.
- The “point person” contact: responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete: new records, packets, and forms
 - Sending/tracking/completing forms

IT Department

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

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.



- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

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





**NEW HAVEN PUBLIC SCHOOLS
NEW HAVEN, CONNECTICUT**

Minutes – Board of Education Meeting – September 28, 2020

mentioned earlier. We are going to get some information related to the Corp Counsel reimbursement expenses and the Jeffrey Bagnold expense at our next meeting. Staff is researching the exact answers to make sure we are passing on definitive information.

681-20 **On the motion by Mr. Wilcox, seconded by Mr. Conaway, it was voted by roll call to approve the following FINANCE AND OPERATIONS-RELATED ITEMS as noted on the amended agenda:**

ABSTRACTS

682-01 **Child Day Care Grant**, in the amount of \$1,033,933.07 for July 1, 2020 to June 30, 2021

AGREEMENTS

683-20 An agreement with American Evaluation Services, Inc. to conduct the annual evaluation of
Federal Magnet the Federal Magnet School Assistance Program grant from October 12, 2020, 2020 to
School Grant June 20, 2021 in an amount not to exceed \$50,000.

684-20 An agreement with Sugehitted Rodriguez, LCSW to provide social and emotional supports
Sugehitted Rodriguez for students attending St. Martin de Porres Academy, from September 22, 2020 to June
18, 2021, in an amount not to exceed \$25,258.

685-20 An agreement with Houghton Mifflin Harcourt Publishing Company to provide professional
Houghton Mifflin development sessions to staff at Wexler Grant School on the Math Solutions program, from
Harcourt Publishing September 15, 2020 to March 31, 2021, in an amount not to exceed \$32,400.

686-20 An agreement with Frontline Education to provide software modules from Frontline
Frontline Technologies to aid in recruiting of certified staff and to move to electronic processing of
Technologies new hire forms, from October 1, 2020 to June 30, 2024 in an amount not to exceed
\$61,776 FY2021; \$82,593.90 FY22; \$86,723.59 FY2023 and \$91,059.78 FY 2024.

687-20 An agreement with Fuss & O’Neill for building reopening consulting services related to
Fuss & O’Neill heating, ventilating, and air conditioning (HVAC) systems at multiple locations in New
Haven, Connecticut during the COVID-19 pandemic from September 17, 2020 to June 30,
2021, in an amount not to exceed \$120,000.

CONTRACTS

688-20 An award of Contract #50532 for Tim’s Enterprises, LLC for Painting and Repairs to Sound
Tim’s Enterprises School from July 13, 2020 to September 30, 2020 in an amount not to exceed \$124,320.

Teaching & Learning Committee Report



**DISCLOSURE &
CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED
For help completing this form contact 203-946-8201

Contractor/Vendor Name:	
Address:	
Telephone and/or Fax #:	
Email Address:	
Contact Person:	

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:	
(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of		County of	
I,			being first duly sworn, hereby deposes and says that:
	(type or print your name above)		
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Insert Company Name above	
2b.	Or I am an individual and my name is:	if an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.		
4b.	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.		
4c.	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.		
5.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.		
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	Insert State Registration # above	
6b.	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #: 1171717	Insert State Registration # above	
6c.	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above	
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	Mark Gruzin	None	CEO - July 2019	5/28/60
2	Greg Doran	None	CFO - May 2018	10/24/75

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	None			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	CRS Holding Company	1400 Atwater Dr. Malvern, PA 19355	100%
2	Frontline Technologies Canada LLC	1400 Atwater Dr. Malvern, PA 19355	100% see attached for additional information

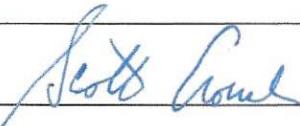
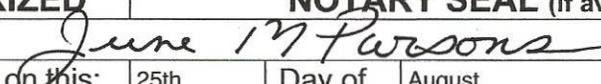
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

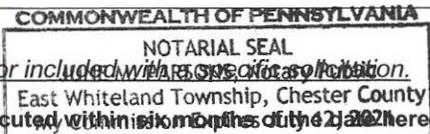
	Name	Title	% of Ownership	DOB
1	None			
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	Frontline Education	Delaware	1400 Atwater Dr. Malvern, PA 19355
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:					
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)			
Signature of Notary:					
Subscribed and sworn to, before me on this:		25th	Day of	August	20 20
My Commission Expires:		7/12/2021			



This form should be mailed or emailed to the contracting department or included with a copy of any petition.
 (This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT XX

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit XX "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within ten (10) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within five (5) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

**FRONTLINE TECHNOLOGIES GROUP LLC
SUBSIDIARY FACT SHEET
as of August 2020**

Company and Jurisdiction	Qualification ID # and FEIN	Stockholders/Members of Company and Equity Ownership
<p>CRS Holding Company LLC (fka Frontline Holdco LLC)</p> <p>Jurisdiction: DE</p> <p>Headquarters:</p> <p>Registered Agent: The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801</p>	<p>Formed: 1/22/2015</p> <p>EIN: 47-2970592</p> <p>Org ID# 5679551</p>	<p>Frontline Technologies Group, LLC</p>
<p>Frontline Technologies Canada LLC</p> <p>Jurisdiction: DE</p> <p>Headquarters:</p> <p>Registered Agent: The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801</p>	<p>Formed: 3/19/2014</p> <p>EIN: 46-5135019</p> <p>Org ID#5501041</p>	<p>Frontline Technologies Group LLC</p>

Company and Jurisdiction	Qualification ID # and FEIN	Stockholders/Members of Company and Equity Ownership
<p>Excalibur Holdco LLC</p> <p>Jurisdiction: DE</p> <p>Headquarters:</p> <p>Registered Agent: The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801</p>	<p>Formed: 8/12/2016</p> <p>EIN: 81-3556786</p> <p>Org ID# 6122512</p>	<p>Frontline Technologies Group LLC</p>
<p>Prologic Technology Systems, LLC</p>	<p>Formed: 5/31/18</p> <p>Former: 2/2/98</p> <p>EIN: 74-2866511</p>	<p>Frontline Technologies Group, LLC</p> <p>J. Pepper Holdings, Inc.</p>
<p>Perennial Edtech, LLC</p> <p>Jurisdiction: DE</p> <p>Registered Agent: Corporation Service Company 2711 Centerville Road, Ste. 400 Wilmington, New Castle County, Delaware 19808</p>	<p>Formed: 6/12/2017</p> <p>EIN: 35-2597925</p> <p>Org ID# 6442690</p>	<p>Frontline Technologies Group LLC</p>
<p>Accelify Solutions, LLC</p>	<p>Formed: 07/25/2013</p> <p>EIN: 46-3322811</p>	<p>Frontline Technologies Group LLC</p>

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Frontline Technologies Group LLC	
2 Business name/disregarded entity name, if different from above Frontline Education	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1400 Atwater Drive	Requester's name and address (optional)
6 City, state, and ZIP code Malvern, PA 19355	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
4	6		5	1	2	5	9	3	6		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u> 1/2/20 </u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Frontline Technologies Group LLC 1400 Atwater Drive Malvern, PA 19355	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation, as permitted by law.