



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

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WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

May 17, 2019

AGENDA ITEM (ACTION ITEM):

Consider/Approve renewal of the annual subscription to Frontline Education software for the 2019-20 school year

APPLICABLE BOARD POLICY:

04.32 Purchasing

HISTORY/BACKGROUND:

The Kenton County School District has partnered with Frontline Education since 2011 for absence management software. The software, previously named "AESOP", manages the absences and work schedules of all 1,700+ employees and communicates with nearly 500 substitutes to ensure every position requiring a substitute is filled on a daily basis. This system is used by the vast majority of public school districts in Kentucky and is an important tool for our schools, Finance and Human Resources. Given the positive relationship with Frontline, and the user-friendly and efficient capabilities of their software, over the last two years the District has added Frontline's employment application system, employee evaluation system and professional development scheduling/tracking system. The Board is being presented with this request because all invoices for current Frontline products are being consolidated into one bill instead of separate invoices throughout the fiscal year.

FISCAL/BUDGETARY IMPACT:

\$64,616.60

RECOMMENDATION:

It is recommended the Kenton County Board of Education approve the renewal of the annual subscription to Frontline Education software for the 2019-20 school year.

CONTACT PERSON:

Matt Rigg, Executive Director of Human Resources

Principal



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"



Exhibit A- Frontline Customer Order Form

CDUS29682

MSA3068

5/13/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

Kenton County School District
1055 Eaton Dr
Ft Wright KY 41017

Contact:**Title:****Phone:****Email:****Order Form Details:****Pricing Expiration:** 3/20/2019**Account Manager:****Startup Cost Billing Terms:** One-Time, Invoiced after signing**Subscription Billing Terms:** Annually**Sale Type:** Renewal**Pricing Overview:**

Startup Cost: One-Time cost invoiced upon signing **\$0.00**
Annual Subscription: Recurring Cost **\$64,616.60**
(plus applicable sales tax)

Itemized Description**Rate****Quantity****Amount**

| | | | |
|---|-------------|---|-------------|
| Absence & Substitute Management, unlimited usage for internal employees | \$29,956.05 | 1 | \$29,956.05 |
| Applicant Tracking, unlimited usage for internal employees | \$14,910.55 | 1 | \$14,910.55 |
| Employee Evaluation Management, unlimited usage for internal employees | \$19,750.00 | 1 | \$19,750.00 |

Amount Invoiced upon Signing (Startup Cost)**\$0.00**

(plus applicable sales tax)

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

Customer: Kenton County School District**Name:****Signature:****Title:****Date:****Frontline Technologies Group LLC dba Frontline Education****Name:****Signature:****Title:****Date:****Tax Exempt?** If yes, please provide your exemption number and include a copy of your exemption certificate.**Tax Exempt Number:****PO Status:****PO#:**

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.



Exhibit A- Frontline Customer Order Form

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Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.

Special Instructions and Additional Terms: Increases for the next 4 years will be capped at a maximum of 5% per annum.



Exhibit A- Frontline Customer Order Form

CDUS29682

MSA3068

5/13/2019

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ORDER FORM TERMS AND CONDITIONS:

1. The initial term of this Order Form shall (a) begin on the Subscription Start Date (as defined in Section 2 below) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services.
2. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline upon execution of this Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form.
3. 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.
4. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. 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 this Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

To the extent Proactive Recruiting is included in this Order Form, the following terms and conditions shall apply:

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