

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 9/28/17



Recognition: ☐ Students ☐ Staff ☐ Parents
Information: ☐ Building Report ☐ Old Business ☐ Superintendent's Report
Action: ☐ Resignation ☐ Hiring ☒ Contract Service Agreements
 ☐ Travel Out-of-State ☐ Travel In State ☐ Approvals
 ☐ Termination ☐ Legal Matters ☐ Other:
 This action request pertains to ☐ Elementary (only) ☒ High School/District Wide

Date: 9/19/17

To: **Corrina Guardipee-Hall**
 Superintendent

From: Jeri Matt
Title: Director of Curriculum & Instruction

Subject: Frontline: Evaluation tool

Description: Online tool used to do certified evaluations

Justification (District Goals): increase instructional delivery and per master contract

Financial Impact: \$ 9,438.00

Funding Source (Budget/grant, etc.): 115.90.494.2213.320.117

Attachment(s): CSA/invoice

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____



Exhibit A Frontline Customer Order Form

1400 Atwater Drive Malvern, PA 19355

Quote#: 01710015
MSA#: MSA34696
09/19/2017
P: | F: 888-492-0337

Customer:

Browning School District 9
Po Box 610
Browning, MT 59417

Contact: Jeri Matt
Title:
Phone:
Email: jerim@bps.k12.mt.us

Order Form Details:

Pricing Expiration: 10/19/17
Account Manager: Sarah Zahora

Initial Term: 2017-2018
Subscription Start Date: 30 days after sign date
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Contract - New

Pricing Overview:

Startup Cost: One-Time cost due at signing	\$1,500.00
Annual Subscription: Recurring Cost	\$7,938.00
	(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
Employee Evaluation Management Annual Subscription - Danielson 2011/2013	\$42.00	189	\$7,938.00
Frontline Implementation	\$1,500.00	1	\$1,500.00

Amount Due at Signing (Startup Cost): \$1,500.00
(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.

Customer: Browning School District 9

Frontline Technologies Group LLC dba Frontline Education

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

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

Tax Exempt Number:

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



Exhibit A Frontline Customer Order Form

Quote#: 01710015

MSA#: MSA34696

09/19/2017

P: | F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

PROFESSIONAL GROWTH

1. Payment.

1. The Startup Cost set forth on the first page of this Sales Order will be invoiced to Customer by Frontline upon execution of this Sales Order; but if Customer terminates this Sales Order before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
2. The Annual Subscription, set forth on the first page of this Sales Order, will be invoiced to Customer by Frontline based on the Subscription Bill Date unless otherwise stated on the front of this Sales Order. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this Sales Order, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Sales Order are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
5. 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 Sales Order and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

2. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: [http://www.etsvideo.mylearningplan.com/terms.html#/. In the event of a conflict between this Sales Order and any ETS agreement or the ETS Terms of Use, this Sales Order governs.](http://www.etsvideo.mylearningplan.com/terms.html#/)