

**Schedule B**  
**2019-2020**  
**Frontline Technologies Group LLC**

1400 Atwater Drive  
 Malvern, PA 1355  
 610-722-9745

**Amendment:**

<b>Additional Cost is to switching the District's student management system from eSchool+ to Powerschool.</b>	
Additional Module Setup	1,500.00
Start up - One-Time Cost	
<b>New Contract Cost</b>	<b>1,500.00</b>

**Contract:**  
**Resolution: 14.9 dated 06/19/19**

	Original	Amendment	New Contract
Account	490-5271-19C114-2250-B2300	55,054.79	
Account	450-5270-100000-2830-B2300	25,215.52	
Account	450-5271-100000-2252-B2300	18,351.59	
Account	<b>450-5129-100000-2705-B2300</b>	<b>1,500.00</b>	
<b>Total New Contract</b>	<b>98,621.90</b>	<b>1,500.00</b>	<b>100,121.90</b>



Exhibit A Frontline Customer Order Form

1400 Atwater Drive Malvern, PA 19355

Quote#: 01650298
MSA#: MSA-001f400000S8IJH
07/08/2019
P: | F: 888-492-0337

Customer:

Yonkers City School District
1 Larkin Center
Yonkers, NY 10701

End User: Yonkers City School District
Contact: Luis Rodriguez
Title: Asst. Superintendent-Pupil
Personnel
Phone: (914) 376-8000
Email: lrodriguez2@yonkerspublicschools.org

Order Form Details:

Pricing Expiration: 08/07/19
Account Manager: Steve Goldberg

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

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing \$1,500.00
Annual Subscription: Recurring Cost \$0.00

(plus applicable sales tax)

Table with 4 columns: Itemized Description, Unit Price, Qty, Total. Row 1: Additional Module Setup (activating feature already purchased; all remote) \$1,500.00 1 \$1,500.00

Amount Invoiced Upon 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.

Yonkers City School District

Frontline Technologies Group LLC dba Frontline Education

Name:

Name:

Signature:

[Handwritten signature]

Signature:

Title:

Dr. Luis Rodriguez
Assistant Superintendent
Special Education and
Pupil Support Services

Title:

Date: 7/10/2019

Date:

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

Tax Exempt Number:

Please Email ALL PAGES of the signed order form to: sgoldberg@frontline.com



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**Special Instructions and Additional Terms:**

**PO Status:** Purchase order to follow  
**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](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment.

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.



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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.