SKYWARD®

TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

Payment Terms:

1. **Skyward Initial Investment Fee (if applicable)**
   If Core Sale: 100% payment due upon installation of software onto Customer's system or access to Skyward data through hosting services.
   If Non-Core Sale: 100% payment due upon execution of Terms and Conditions or acceptance of proposal.

2. **Professional Services**

   a. **Installation and Training Services**
   If Core Sale: Payment for all training and installation services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.
   Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.
   All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.

   b. **Project Management / Consultative Services**
   Payment due upon execution of Software License Agreement, Terms and Conditions or acceptance of proposal.
   All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.

   c. **Data Migration Fees**
   If Core Sale: Payment for all data migration services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.
   Data used for the data migration must come from one system.

   d. **Custom Programming / Programming Condition(s) of Sale**
   Billed upon completion.

3. **Skyward Full 12-Month Recurring Fees**
   If Core Sale: Skyward 12-Month Recurring Fees will be prorated from date of installation of software onto Customer's system or access to Skyward data through hosting services, through June 30th or August 31st as designated within the signature section.
   If Non-Core Sale: Skyward 12-Month Recurring Fees will be prorated from the first day of training through June 30th or August 31st as designated within the signature section.
   Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.

4. **Third Party Software, Hardware and Related Services**
   Payment due upon delivery of product and / or services.

5. **Third Party 12-Month Recurring Fees**
   Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.

6. **Scheduling of Installation**
   Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.

7. **Taxes**
   If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

6.13.17

Customer agrees to the terms and conditions listed above and set forth in the proposal.

First Day of Fiscal Year: _____

_____   _____   _____
Customer Signature   Printed Name   Date

SMS 2.0

Monon, IN

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Per Student Pricing - 3 Year Contract

Secure Cloud Computing Installation

The Skyward Student Management Suite Core Package includes:
Student Management, Curriculum Mapping, Educator Gradebook, Family and Student Access, Graduation Requirements, Health Records, Lesson Plan, Response to Intervention and Test Score Import

School Management System Investment Summary

	Initial Investment		Services		Prorated Recurring Fees		Total
Student Management Suite							
Estimated Installation: Fourth Quarter of Fiscal Year	$	-	$	41,296.00	$	2,204.00	$ 43,500.00
System Wide Services and Software		-		11,935.00		-	11,935.00
Total School Management System	$	-	$	53,231.00	$	2,204.00	$ 55,435.00
School Management System Investment - Including Prorated Recurring Fees *							$ 55,435.00
School Management System Investment - No Proration	$	-	$	53,231.00	$	8,817.00	$ 62,048.00

* **This Investment Summary reflects the prorated recurring fees based on an estimated installation date.**
The actual billing will be reflective of the actual installation date.
The customer recognizes and acknowledges that in subsequent years the total Full 12-Month Recurring Fee will be billed.

Conditions of Sale

Upon acceptance of this proposal, Skyward will offer the Gold Qmlativ Migration Service at no charge if the district
elects to migrate to the Qmlativ product. The Gold Qmlativ Migration Service includes data migration and project management.
Training is included through the online Professional Development Center (PDC).

Pricing Detail

Student Management Suite				846 Students		
Student Management Suite Software			Initial Investment	Services	Full 12-Month Recurring Fees [1]	Total
[2] **Core Package**	$ 7.00 / student	$	-	$ -	$ 5,922.00	$ 3,934.00
[3] *Skyward Discount*	$ *(2.35) / student*		-	-	*(1,988.00)*	-
Student Management						
Curriculum Mapping						
Educator Gradebook						
Family and Student Access						
Graduation Requirements						
Health Records						
Lesson Plan						
Response to Intervention (RTI)						
State Reporting Training (Student Management Suite)						
Test Score Import						
Additional Functionality						
Fee Tracking	$ 1.00 / student		-	-	846.00	211.00
[3] *Skyward Discount*	$ *(0.75) / student*		-	-	*(635.00)*	-
Food Service	$ 2.00 / student		-	-	1,692.00	423.00
[3] *Skyward Discount*	$ *(1.50) / student*		-	-	*(1,269.00)*	-
New Student Online Enrollment	$ 2.00 / student		-	-	1,692.00	1,269.00
[3] *Skyward Discount*	$ *(0.50) / student*		-	-	*(423.00)*	-
Support	$ 2.00 / student		-	-	1,692.00	1,480.00
[3] *Skyward Discount*	$ *(0.25) / student*		-	-	*(212.00)*	-
Student Management Suite Training						
[4] Professional Development Center	$ 1,500.00 / year		-	-	1,500.00	1,500.00
Web Hours (182)			-	31,850.00	-	31,850.00
[5] **Student Management Suite Data Migrations**						
Converting Vendor: Chalkable						
Demographics			-	2,145.00	-	1,501.00
[3] *Skyward Discount*			-	*(644.00)*	-	-
[6] Grading History - Transcripts			-	2,925.00	-	2,047.00
[3] *Skyward Discount*			-	*(878.00)*	-	-
Immunizations			-	975.00	-	682.00
[3] *Skyward Discount*			-	*(293.00)*	-	-
Scheduling (Non-Elementary Only)			-	1,950.00	-	1,365.00
[3] *Skyward Discount*			-	*(585.00)*	-	-
Attendance Detail History	5 years		-	4,875.00	-	3,412.00
[3] *Skyward Discount*			-	*(1,463.00)*	-	-
[7] Health Examinations			-	585.00	-	439.00
[3] *Skyward Discount*			-	*(146.00)*	-	-
Subtotal Student Management Suite			$ -	$ 41,296.00	$ 8,817.00	$ 50,113.00
[8] **Total Student Management Suite Solution**						$ 50,113.00

Pricing Detail, continued from previous page

System Wide Services and Software								846 Students		
Installation		Initial Investment		Services		Full 12-Month Recurring Fees [1]			Total	
[9] Secure Cloud Computing Setup Assistance	$	-	$	585.00	$	-	$		585.00	
SmartStart Implementation Service										
Consultative Services - Student		-		7,350.00		-			7,350.00	
Project Management		-		4,800.00		-			4,000.00	
[10] *Project Management Discount*		-		(800.00)		-			-	
Subtotal System Wide Services and Software	$	-	$	11,935.00	$	-	$		11,935.00	

Total System Wide Services and Software	$	11,935.00

Secure Cloud Computing Services

Secure Cloud Computing Services (SCC Services) provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

ISCorp offers the hosting packages listed below and recommends the following package: **Silver**

Student Management Suite	846 Students		Annual Total	
Silver Package			$	2,400.00 *
Gold Package			$	4,800.00 *
Platinum Package			$	9,600.00 *

* This is a 36 month contract.

All SCC hosting fees will be invoiced by and paid directly to ISCorp.

If you are interested in learning more about the SCC Services package options, please contact ISCorp, Jeff Zillner - VP Operations, 262.240.7777 or jzillner@iscorp.com.

Implementation and Training

Project Management

This is going to be a significant project, and you need a professional to manage it. Skyward's project management team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

Training

Unlike many of the one-size-fits-all training programs prevalent in our industry, Skyward delivers web and onsite sessions tailored to your best practices. We layer an initial level of consulting with your leadership team to define short- and long-term goals. We understand the comfort level of your staff is a strong indicator of long-term success, which is why these trainings are supplemented with our self-paced Professional Development Center. Skyward's training model will provide a robust plan designed to fully train your staff without the need for purchasing additional hours. By utilizing Skyward's proven methods, you are setting your team up for a successful implementation.

Pricing Footnotes

[1] *This is a 3-Year Contract with automatic renewal after the initial term. The contract will renew at the then-current rate.*

[2] *The rate per student for the recurring fee will remain unchanged as stated in the Pricing Detail section above through June 30, 2022 or August 31, 2022 as determined by your fiscal year and indicated on the Terms and Conditions.*
The initial count is based on the student count as available from Market Data Retrieval (MDR) a division of Dun and Bradstreet.
The recurring fee can fluctuate for subsequent years based on obtaining enrollment information directly from each applicable state.

[3] *This proposal includes a discount off of the Skyward software recurring fees.*   190484dp
This proposal also includes a discount off of the Skyward data migration fees.
This discount is valid for a limited time and may be discontinued without prior notice.

[4] *Skyward's Professional Development Center (PDC) is included on this proposal. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.*

[5] *All data must be provided in an ASCII, SQL Database or Excel format. Any other format will result in additional charges based on programming estimates at then-current rate per hour. In some instances it is not possible to identify the fields required for the data migration. If this occurs, Skyward will not be responsible for manual data entry of these fields under the data migration agreement. Field and record layouts will be provided by customer, if needed.*

[6] *The Grade History data migration is completed for the purpose of printing transcripts at the High School level only.*

[7] *This proposal includes data migrations outside of the Skyward recommended data migrations. Skyward staff will determine the timeline for delivery.*

[8] *Pre-printed forms for report cards can only be printed using supported laser printers.*
Skyward PaC software requires client access to utilize features that integrate with Microsoft products Excel and Word.
Skyward Web based products like EA+ do not require client access to Microsoft Office products.

Crystal Reports can be purchased directly from Skyward for additional custom reporting functionality and/or web Custom Reports.

Third-party product licenses may be subject to an annual increase.

Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications.
Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.

[9] *Secure Cloud Computing (SCC) Setup Assistance*
SCC Compliancy Testing.
Installation/Setup Service.

[10] *This proposal includes a Project Management discount. This discount applies when purchasing a core product.*
Future sub module purchases will include standard Project Management fees.

Training Footnotes

Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.

Web training allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.

The training for Educator Gradebook is based on a 'Train the Trainer' approach. Skyward trainers will provide in-depth training to a select group of staff members designated for training remaining customer staff on this software module.

Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has worked with Skyward for over 25 years and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Food Service, Fixed Assets, and TrueTime software. All items have been completely tested by Skyward and are in use by other Skyward customers nationwide.

Dan Hoerl, President
School Technology Associates, Inc.
15134W Pierce Lane
Stone Lake, WI 54876
(612) 860-8960 - Cell Phone

Your one-stop source for your Skyward needs.
(877) 436-4657 - Toll Free Order Line
(877) 466-7157 - Toll Free Fax Line
www.k12sta.com

BMI Systems Group is a full service systems integrator specializing in creating procedures, software applications and sourcing supplies, and scanning hardware for automating and integrating advanced data collection systems with your current applications. We have built our reputation by developing and marketing reliable and cost effective systems designed to work in conjunction with your organization's Skyward School Business Suite Solution.

BMI Systems Group has interfaced with Skyward's Fixed Asset Module for over 8 years with many successful installations. For over 27 years, BMI Systems Group has designed and installed innovative solutions that consistently perform well in real world situations. Our products are in over 500 School Districts in 47 of the 50 states. Please visit our website: www.bmisys.com.

Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.
- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

Recurring Fee Information

Annual Recurring Support Fee
- Unlimited software support requests for designated support contacts
- Live chat support
- Periodic product webinars
- Quarterly customer newsletter

Annual Recurring Software Fees
- Product updates throughout the year
- State and Federal required reports

Terms and Conditions

- See attached Terms and Conditions page for further information.
  The Terms and Conditions page must be executed by an authorized representative.
- The Sales Agreement will be sent to you for execution.
  The Sales Agreement page must be executed by both Skyward and an authorized representative to be valid.

NORTH WHITE SCHOOL CORPORATION

Dr. Teresa L. Gremaux- Superintendent
Mr. W. Dean Cook –Dir of Trans/Bdgs/Grnds
Mrs. Emma Conwell -Treasurer

402 E Broadway St – Monon, Indiana 47959 – (219) 253-6618 – Fax (219) 253-6488

4. **DISCUSSION/INFORMATION**
   4.1   Transportation and Facilities
5. **HEARING OF PATRONS**
6. **SUPERINTENDENT COMMENTS**
7. **SCHOOL BOARD COMMENTS**
8. **ADJOURNMENT**