

Skyward, Inc.

Bid Contact **Darcy Grabski**
darcyg@skyward.com
Ph 800-236-0001

Address **2601 Skyward Drive**
Stevens Point, WI 54482

Supplier Code 274340

Bid Notes **Skyward has provided a Student Information System Response to bid TS-17-04-B.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
TS-17-04-B--01-01	* All Forms must be completed, scanned and uploaded to BidSync	Supplier Product Code: Supplier Notes: Skyward has provided a Student Information System Response to bid TS-17-04-B.	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

Skyward, Inc.

Item: * All Forms must be completed, scanned and uploaded to BidSync

Attachments

Skyward Inc._Electronic Response_City of Pembroke Pines, FL_TS-17-04-B_7-17-2018.pdf

The City of Pembroke Pines

Electronic Response

RFP #TS-17-04-B

ERP System Software and Implementation

Scott Hansen

Industry Specialist

Due July 17, 2018 @ 2:00 P.M. EDT



Title Page

RFP # TS-17-04-B ERP System Software and Implementation

Skyward, Inc.

July 17, 2018

Scott Hansen – Industry Specialist

1-800-236-7274 ext. 1375

scotth@skwyard.com

Table of Contents



Table of Contents

TABLE OF CONTENTS TAB 1

COMPANY OVERVIEW TAB 2

INDUSTRY REFERENCES..... TAB 3

BUSINESS REQUIREMENTS AND FUNCTIONAL QUESTIONS..... TAB 4

TECHNICAL STANDARDS AND CAPABILITIES..... TAB 5

SYSTEM CONFIGURATION5-2

IMPLEMENTATION STRATEGY TAB 6

SAMPLE IMPLEMENTATION PLAN6-4

COST..... TAB 7

ATTACHMENT C – TOTAL COST OF OWNERSHIP7-1

SKYWARD COST PROPOSAL7-7

LEGAL..... TAB 8

ADDITIONAL INFORMATION..... TAB 9



JULY 10, 2018

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FL 33025

RE: RFP #TS-17-04-B

To the City of Pembroke Pines Evaluation Committee:

We appreciate the opportunity to participate in your RFP process for an ERP System Software and Implementation. Skyward is responding solely to the SIS portion contained within this RFP. Skyward's approach is based on the three pillars of **better experiences, future-ready flexibility, and preemptive support**. We don't just want to be the people who give you flashy new technology; we want to be the driving force behind a more productive, collaborative, and successful learning environment.

How is this accomplished? The answer is simple: It starts and stops with the human element. Software is just one part of the puzzle. Features and functionality are nice, but this project will ultimately hinge on the comfort level, engagement, and buy-in of your stakeholders. That's where you will notice the Skyward difference.

Scott Hansen will be your primary contact for any questions or concerns related to this RFP. You can reach him via e-mail at ScottH@skyward.com, or at the following address and phone number:

Skyward, Inc.
2601 Skyward Drive
Stevens Point, WI 54482
Phone: 715.341.9406

Again, thank you for your consideration of Skyward in this evaluation. We are currently working with over 2,000 school districts throughout the world (46 of which are in Florida) and we are honored to share what a better experience could look like for the City of Pembroke Pines. I Ray Ackerlund, can contractually obligate the organization, negotiate contract terms, and render binding decisions regarding contract matters on behalf of Skyward, Inc. Please feel free to call us at any time or contact me via email at raya@skyward.com should you require additional information or assistance. We look forward to a long and mutually beneficial partnership with your district.

Sincerely,



Ray Ackerlund
Chief Marketing Officer

Skyward, Inc. • 2601 Skyward Drive • Stevens Point, Wisconsin 54482 • 800-236-7274 • www.skyward.com



Company Profile

Skyward has been providing a better SIS experience to school districts since 1981. More than just a traditional software provider, it has always been our aim to be the driving force behind a more productive, collaborative, and successful learning environment.

Skyward is a leading provider of K-12 school administrative software that surpasses districts' needs in state reporting, improves operational capabilities, and opens communication between schools and families. Skyward's State Reporting Department works in conjunction with each state to verify and guarantee critical state reporting requirements are met prior to partnering with districts in that state.

Today, Skyward's SIS solution is used by more than 2,000 public sector organizations worldwide, from small entities to statewide implementations supporting millions of stakeholders. Through a unique approach that blends thought leadership, best practices, and advanced technology, Skyward is redefining what it means to be a strategic partner in the world of enterprise solutions.

There are 67 public school districts in the state of Florida. Skyward currently does business with a combination of 46 public and private districts who benefit from at least 1 of Skyward's Core products. This represents more than a 60% market share value for Skyward in the state of Florida.

Imagine planning for the future without having to worry about whether your technology can support your vision. Think of how you could benefit from nearly four decades of experience and the collective input of 2,000 school districts, with none of the constraints that come with outdated or inflexible systems.

We invite you to join the 2,000 K-12 clients who have already collaborated with us in over 20 states and multiple international locations. A better experience starts here.

Company Profile at a Glance

Year established:	1980
Years in business:	38
Corporate Office:	2601 Skyward Drive Stevens Point, WI 54482
Employees:	602
Office locations:	4

Industry References

References

The following clients are like the City of Pembroke Pines in size and scope of implementation. We strongly recommend that you reach out to these contacts for more information regarding the ease of their Skyward implementation and ongoing support for the solution. We are confident that they can attest to multiple ways that Skyward has helped them achieve their goals.

Seminole County Public Schools

400 East Lake Mary Boulevard

Sanford, FL 32773

Tim Harper – Chief Information Officer

407-320-0076

tim_harper@scps.k12.fl.us

Enrollment: 67,915

Customer: July 2010

Product: Skyward's Student Information System

- Core Modules
- Educator Gradebook
- Family and Student Access
- Fee Tracking
- Graduation Requirements
- Health Records
- Textbook Tracking
- LMS - API Interface - Canvas

Marion County Public Schools

512 South East Third Street

Ocala, FL 34471

Jonathan Grantham – Deputy Superintendent of Curriculum & Instructions

352-236-0578

jonathan.grantham@marion.k12.fl.us

Enrollment: 43,119

Customer: Finance June 2012

Student August 2014

Product: Skyward's Student Information System

- Core Modules
- Educator Gradebook
- Family and Student Access
- Fee Tracking
- Graduation Requirements
- Health Records
- New Student Online Enrollment
- Response to Intervention
- Special Education



CITY OF PEMBROKE PINES - TS-17-04-B

Fort Bend ISD

16431 Lexington Boulevard

Sugar Land, TX 77479

Charles Dupre - Superintendent

281-634-1000

charles.dupre@fortbendisd.com

Enrollment: 75,275

Customer: March 2010

Product: Skyward's Student Information System

- Core Modules
- Educator Gradebook
- Family and Student Access
- Fee Tracking
- Graduation Requirements
- New Student Online Enrollment
- Response to Intervention
- LMS – API Interface – Schoology



TIM HARPER Ed.D.
Chief Information Officer

Educational Support Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773-7127
Phone: (407) 320-0076
Fax: (407) 320-0377

June 14, 2018

Dear City of Pembroke Pines,

Please accept this letter of reference for your consideration of Skyward as a student information system (SIS) provider. We have been a client of Skyward since the 2010-11 academic year and have enjoyed the partnership with the company and their support team. Our selection of Skyward's SIS was the result of an extensive competitive process that involved a search committee comprised of school and district-based Seminole County Public School (SCPS) employees.

Skyward provides us with a comprehensive web-based SIS, gradebook, and Family/Student Portal, referred to as FamilyAccess and StudentAccess, respectively. The product and its embedded modules have been reliable and user friendly from the beginning. Furthermore, our relationship with Skyward has been one where their commitment to us a customer has been, and continues to be, remarkable.

The company is committed to building close business relationships with their clients while ensuring that requirements around state reporting, a necessity in Florida, are met in a timely fashion. One such example occurred during our implementation phase of Skyward and the requirement to meet Florida's Class Size law. Skyward went above-and-beyond with their base product's class size reporting by providing a requested feature in one of their daily reports used for monitoring enrollment in each of the core courses. Because of Skyward's effort in meeting this request, we were able to more efficiently monitor class size using the base product and reduce our expenses previously incurred from another solution, which saved the district approximately \$20,000/annually.

When selecting technology solutions, I've come to realize that one of our most important decisions should focus on service after-the-sale. Because of our relationship with Skyward over the years, I have no hesitation in providing this letter of reference on their behalf. If you have any questions or need clarification regarding this letter, please contact me directly by phone at 407.320.0076 or email at Tim_Harper@scps.k12.fl.us.

Sincerely,

Tim Harper, Ed. D.
Chief Information Officer
Seminole County Public Schools



**"A" Rated
Academically
High-Performing
School District**

Visit Our Web Site
www.scps.us



Marion County Public Schools

*Developing Successful Citizens –
Every Student, Every Day*

www.marionschools.net

512 SE Third Street • Ocala FL 34471-2212

PO Box 670 • Ocala FL 34478-0670

352.671.7700 • Fax 352.671.7581

FRS 800.955.8770 (voice) • 800.955.8771 (TTY)

May 8, 2018

To Whom It May Concern:

It is a pleasure to provide this letter of recommendation for Skyward Solution.

I am currently the Deputy Superintendent of Curriculum & Instruction for Marion County Public Schools, having transferred to this position from one of the largest school districts in the state of Florida, Hillsborough County Public Schools.

During my tenure with Hillsborough County Public Schools, the district utilized the main frame for the Student Information System. Upon my transfer to Marion County and the introduction to Skyward Solution, I quickly recognized the impact of utilizing Skyward.

Skyward provides a comprehensive web based Student Information System, Gradebook and Family/Student Access Portal. Skyward is committed to providing a flexible, robust and reliable web based Gradebook System that addresses the dynamic changes in public education each year, to deliver a comprehensive solution to all educational stakeholders.

Skyward's level of customer service is beyond reproach. I am extremely satisfied with Skyward Solution in all aspects, and would highly recommend Skyward to any district.

If I can be of any further service, please do not hesitate to contact me.

Sincerely,

Dr. Jonathan Grantham
Deputy Superintendent of Curriculum & Instruction

Dr. Heidi Maier
Superintendent

Nancy Stacy
District 1

Beth McCall
District 2

Bobby L. James
District 3

Angie Boynton
District 4

Kelly King
District 5





Charles E. Dupre, Ed.D.
Superintendent of Schools

May 9, 2018

RE: Skyward Letter of Recommendation

To Whom It May Concern:

Fort Bend ISD is the seventh-largest district in the state of Texas with over 75,000 students enrolled and experiencing continued growth. FBISD has been utilizing Skyward Student Management System (SMS) since 2010 and the system plays a critical role in our daily operations. We selected Skyward as a partner following a rigorous procurement process that engaged key campus administrators, teachers, and District-level employees. As part of the selection process, FBISD also chose to partner with ISCorp to host Skyward.

Since implementing Skyward, FBISD has focused on increasing parent engagement to monitor student progress, and Family/Student Access and Skylert are key offerings that have had positive impact on the District. The implementation of an online enrollment process has been a game changer for Fort Bend ISD, as student enrollment has continued to grow and the previous process involved manual processing of paper forms. We are thankful that Skyward listened to our requirements and delivered a sustainable solution.

Fort Bend ISD has been active in Skyward's statewide user groups since our implementation, and these meetings have provided us a forum to provide recommendations for future enhancements and improved functionality. Additionally, Skyward attends Texas Education Agency sessions to understand state requirements and provide timely code changes for filing deadlines. We appreciate this demonstration of their commitment to product support and compliance.

Our customer service experience with Skyward has been outstanding, and we receive timely responses on the same day. This is imperative as we are a large school district with a very diverse student population. We have found our Skyward contacts knowledgeable, helpful, and professional. Skyward is truly engaged in customer service!

FBISD is extremely satisfied and would highly recommend Skyward to any district.

Sincerely,

A handwritten signature in black ink, appearing to be 'Charles E. Dupre', is written over a large, stylized oval shape that serves as a signature line or graphic element.

Charles E. Dupre

**Business Requirements
and Functional Questions**

Attachment A

Skyward is looking forward to the opportunity of working with the City of Pembroke Pines and providing an innovative Student Information System solution. It all starts with a better experience and moving beyond “the way we’ve always done it.” It’s about your culture, strategy, and technology all working together toward a common purpose. It’s about you becoming the driving force behind the tools you use to do your job. Work smarter, engage more, and empower everyone with Skyward’s Student Management Suite.

Skyward is responding solely to the SIS requirements set in this documentation.

Skyward has completed Attachment A and submitted the information electronically through the BidSync website.

Attachment B

Skyward has completed Attachment B and submitted the information electronically through the BidSync website.



City of Pembroke Pines, FL SMS 2.0 Student Management Suite System Configuration



City of Pembroke Pines, FL
SMS 2.0 Student Management Suite
System Configuration



Table of Contents

Skyward Hosting Options	3
Private Secure Cloud Computing (SCC) Hosted Solution	3
Self-Hosted (On Premises Servers)	3
Managed Services (On Premises Servers)	3
Secure Cloud Hosted (SCC) Design Overview	4
SCC Hosted Data Center High Availability	5
SCC Hosted Data Security	6
Student Suite Design Overview (On Premises)	7
Student Suite Server Requirements (On Premises)	8
Option 1 - Virtual Server Configuration	8
Option 2 - Physical Server Configuration	9
Server Software Requirements	9
Skyward Server Supported Operating Systems (On Premises)	10
Skyward OpenEdge Database	11
Skyward Database Backups (On Premises)	11
Skyward Database Backups Retention Schedule (SCC Hosted)	11
Skyward Database Backups (SCC Hosted)	12
Skyward Bandwidth Guidelines	13
Skyward Growth Estimate Model	13
Patching and Version Controls for Server Operating Systems	14
Definition and Installation of Skyward Updates	15
Skyward LDAP / Identity Management	16
Skyward Web Performance Testing	17
Core Web Applications Minimum Web Browser Requirements	18
Workstation Web Browser Requirements	19
Mobile Access Application Requirements	20
SMS Mobile Web Requirements	21



Skyward Hosting Options

Private Secure Cloud Computing (SCC) Hosted Solution

Customers using the Private Secure Cloud Computing (SCC) Hosting Option can choose between Platinum, Gold, and Silver Hosting Options. Please contact your Skyward sales representative for the Secure Cloud Services Matrix.

Self-Hosted (On Premises Servers)

Customers using the Self-Hosted option run the Student Suite on customer owned equipment. Skyward provides several System Admin courses that provide self-hosted customers with the knowledge to manage their Skyward servers using best practices.

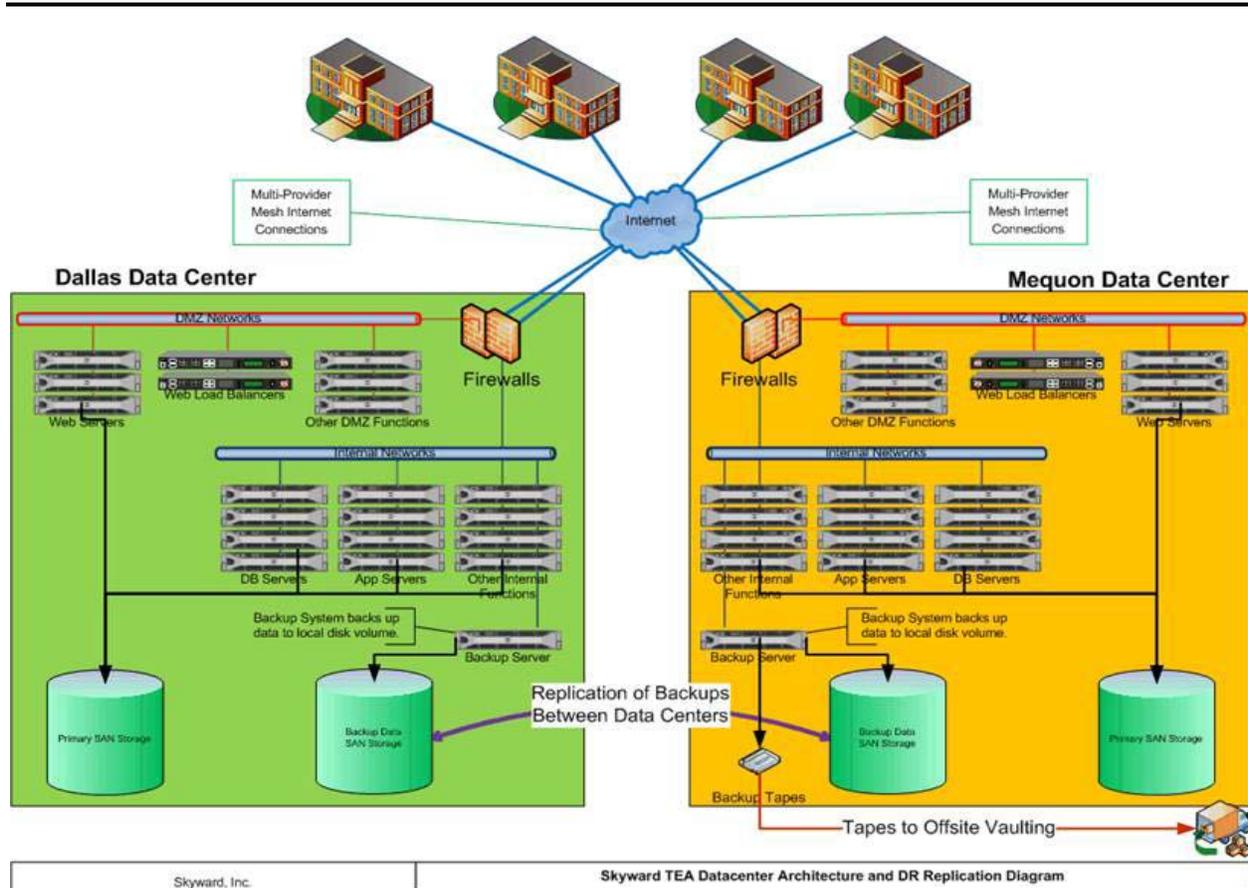
Managed Services (On Premises Servers)

Customers using Managed Services run the Student Suite on customer owned equipment. Skyward IT Services remotely manages, installs updates, and monitors your skyward servers and the customer chooses when to have updates applied.



Secure Cloud Hosted (SCC) Design Overview

Customers using the Secure Cloud Computing (SCC) Hosting Option can choose between a dedicated hosting environment (Platinum) and a shared hosting environment (Gold, Silver). Customers that are hosted in a shared environment will run the same application set and shared resources that typical Skyward hosted customers use. Skyward releases are applied 1 week after their release and addendum and RMAs are applied the evening after they are released. Customers that run in a dedicated environment have control over when their updates are applied. Skyward has three full releases a year. Addendums and RMAs are minor updates that are created on an as needed basis.





SCC Hosted Data Center High Availability

Customers using the Secure Cloud Computing (SCC) Hosting Option are hosted in Tier 3 Data Centers with N + 1 redundancy and built in Disaster Recovery.

Locations	Dallas, TX Data Center	Mequon, WI Data Center
Servers	Deployment Methodology	Deployment Methodology
Database Servers*	Database Servers are maintained with the current configurations using ghost images. On demand, the ghost images are used to deploy new servers.	Database Servers are maintained with the current configurations using ghost images. On demand, the ghost images are used to deploy new servers.
VMware Servers*	The hosts are configured and added to clusters to take advantage of both the High Availability (HA) and Heartbeat features of the product. VMWare guests are load balanced between the servers.	The hosts are configured and added to clusters to take advantage of both the High Availability (HA) and Heartbeat features of the product. VMWare guests are load balanced between the servers.
Network	Deployment Methodology	Deployment Methodology
Internet	Databank provided Mesh. Multiple providers in the Mesh. Databank provides failover between these providers.	BPG failover between multiple internet providers.
Cabinet, Fibre, Internet, and Core Switches*	Switches are configured in redundant pairs.	Switches are configured in redundant pairs.
Load Balancers*	Load balancers are configured in redundant pairs. Clustered with automatic failover between the load balancers.	Load balancers are configured in redundant pairs. Clustered with automatic failover between the load balancers.
Firewalls*	Firewalls are configured in redundant pairs. Clustered with automatic failover between the firewalls.	Firewalls are configured in redundant pairs. Clustered with automatic failover between the firewalls.

*Redundant power supplies and other redundant components can be found in these systems to prevent system failure due to component failure.



SCC Hosted Data Security

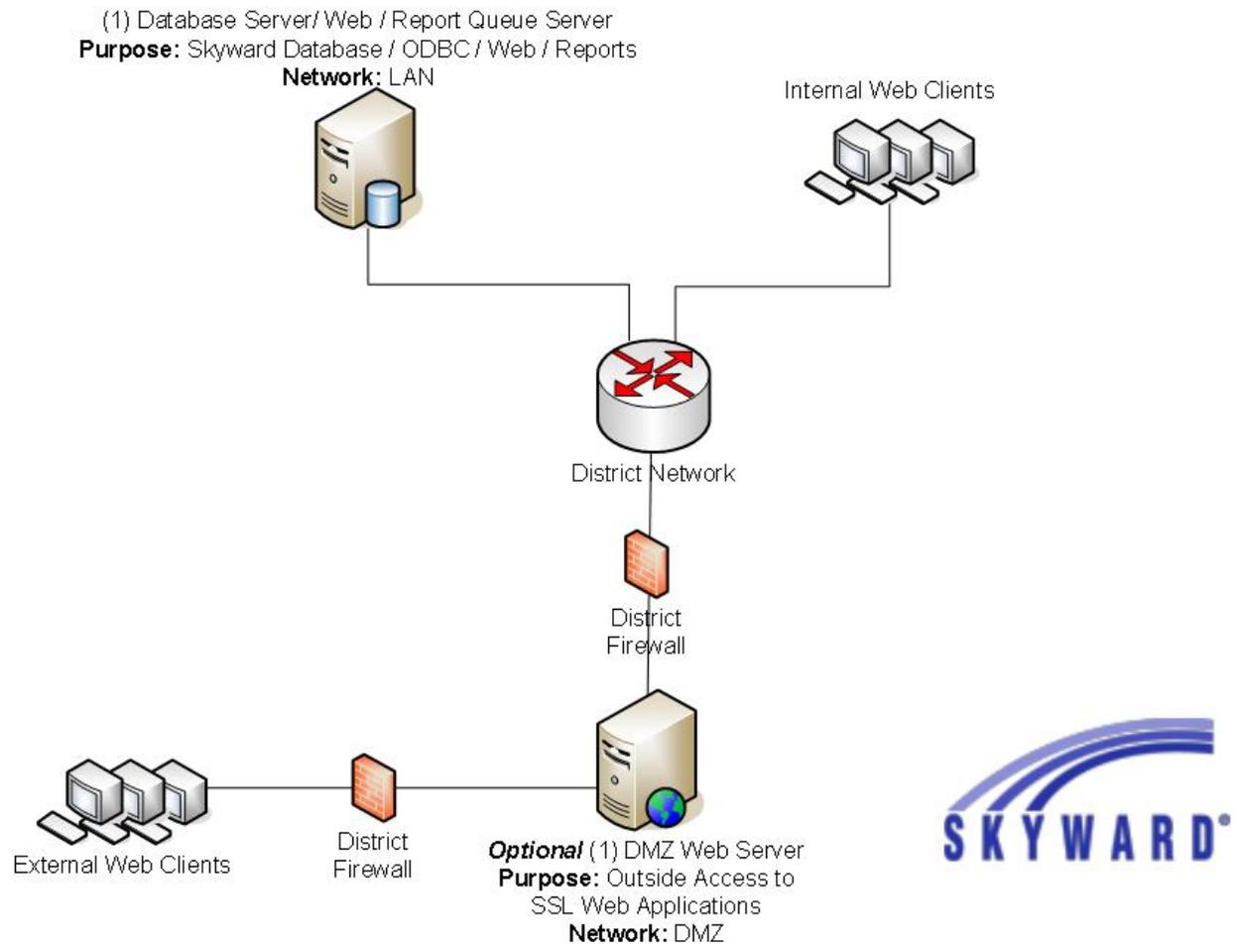
Customers collect large amounts of personal/private information and store it in their Student Information and ERP Systems. Organizations are obligated by HIPPA, FERPA and other regulations to implement modern, state-of-the art security measures to protect that data. With the advanced cyber threats that exist, most organizations that do not specialize in providing hosting services do not have the time, resources or money to implement sophisticated security measures. Today the most cost-effective way to implement advanced security measures is to host with an organization that specializes in these areas and can spread the costs over many customers. This is one of the primary reasons that the industry-wide trend is to host applications with a service provider versus retaining highly sensitive data on local servers. Below are just some of the security measures provided by Skyward's Secure Cloud Hosting Service.

- SSAE 16 Type II SOC 1 Audits completed annually.
 - Team members are CISSP Certified.
 - Certified Internal Security Auditor on the team.
 - Modern controls in place to ensure physical access to the data centers is tightly restricted. Physical Restrictions include:
 - Access to the data center is controlled with dual factor biometric credentials.
 - All entrances to the data centers are either alarmed or monitored.
 - All entrances to data centers are through "Man-traps."
 - Only authorized employees have access credentials for access to the data centers.
 - All door access is logged.
 - Cameras record activity in the data center and the interior and exterior of the facility 7x24.
-



Student Suite Design Overview (On Premises)

Sample Student Management Suite





Student Suite Server Requirements (On Premises)

The system requirements include all Student Suite modules. Skyward encourages that the Student Suite Database/Web/Report servers be virtualized to save on hardware costs. Skyward will work with the Customers on implementing a solution that fits into their current environment.

Option 1 - Virtual Server Configuration

(1) Database/Web/Report Server

Windows 2016 R2 Standard (64 Bit)

8 Logical CPU

Memory – 16 GB

OS Disk – 50 GB (Thick Provisioned)

Skyward Disk – 350 GB (Thick Provisioned RAID 1/5/10)

1 Gigabit Network Card

(1) *Optional DMZ Web Server*

Windows 2016 R2 Standard (64 Bit)

4 Logical CPU

Memory – 8 GB

OS Disk – 50 GB (Thick Provisioned)

Skyward Disk – 60 GB (Thick Provisioned)

1 Gigabit Network Card

Server Notes: For Optimal Performance use SSD Drives for the Skyward Database
Skyward Recommends VMWare but we support all Enterprise Virtual Server Products



Option 2 - Physical Server Configuration

(1) Database/Report Queue /Web Server

CPU – Dual 2.x GHz Four Core Xeon / AMD Opteron

Memory – 16 GB

OS Disk - 50GB

Disk – 350 GB RAID 1/10 or better

1 Gigabit Network Card

(1) *Optional* DMZ Web Server

CPU – Single 2.x GHz Quad Core Xeon / AMD Opteron

Memory – 8 GB

OS Disk - 50GB

Disk – 60 GB

1 Gigabit Network Card

Server Software Requirements

(2 or 3) Windows 2016 R2 Standard Licenses

SSL for Web Server(s)

Software Notes: All Database Licensing is provided by Skyward



Skyward Server Supported Operating Systems (On Premises)

Supported Operating Systems for Database Servers

Windows 2016 / 2012 R2 / 2008 Server R2 64 Bit (All Versions Except Core / Web Editions)
SuSe Linux Enterprise Server 10.x, 11.x 64 Bit

Supported Operating Systems Web Product / Report Queue Servers

Windows 2016 / 2012 R2 / 2008 R2 64 Bit Server with IIS (All Versions Except Core/ Web Editions)
.Net Framework and Sun JVM required
SSL Certificates are required for all Skyward Web Servers.

Server Considerations/Recommendations

Skyward supports Virtual Servers using VMware ESXi, Microsoft Hyper-V, or Citrix XenServer
Skyward Servers cannot be domain controllers
Skyward releases are distributed by DVD, we recommend a DVD-ROM for all Skyward servers.
Gigabit network connection required for all Skyward Servers.
A separate Web Server located in a DMZ is optional for access to web products from outside the LAN.
Network Load Balancing is recommended for clustering multiple Web Servers.
Microsoft Cluster Services is supported for Skyward Database failover
Fiber Channel and iSCSI SAN storage are supported for Skyward Databases
Fiber Channel SAN storage is recommended for the best database performance.
Skyward highly recommends a network share or USB drive for storing after imaging incremental backups

Operating System: Skyward supports SuSe Linux Enterprise as pure database servers only. Customers that choose this option must also implement a minimum of one Windows 2016/ 2012 R2 / 2008 R2 Web / Report Queue Server.

Logical Processors: Beginning several years ago, with the introduction of Hyper-Threading Technology (HT Technology) and continuing into today's multi-core processor environment, the computing resources within a single physical chip are divided into two or more logical processors. For example, a server with 2 physical quad core processors would have 8 logical processors.

Free Disk Space: Disk space estimates for database server do not include space for file attachments. If the customer plans to scan and/or attach files, increase disk space by 300kb per page of scanned or attached documents. Ex. Add 3GB of disk space for every 10,000 of scanned or attached documents.

Raid Support: A Multiple disk configuration is recommended for I/O performance using SAS, SSD, or equivalent hard drives. SATA storage is not recommended unless the storage is spread across multiple drives. Battery backed Hardware RAID controllers are required.

RAID 10 (1+0) is recommended for the best database performance and redundancy.

RAID 1 is supported for good database performance and redundancy at a lower cost.

RAID 5 is supported but not recommended for database servers.



Skyward OpenEdge Database

Skyward is powered by the Progress OpenEdge 10 64-bit Enterprise RDMS database and includes robust tools for managing, monitoring, and backing up the database. OpenEdge provides full SQL access to common tools such as Microsoft SQL Reporting Services, Microsoft Excel, Crystal Reports, and virtually any third-party product that can utilize an ODBC/JDBC connection. Skyward provides ODBC/JDBC drivers for all operating systems and will assist you in the integration of third-party products.

Skyward Database Backups (On Premises)

Skyward includes all the tools needed to do both full online nightly backups of the database and incremental backups using after imaging technology. Changes in the system are saved to an archive file using after imaging backups every 5 minutes. In the event of a disaster the system could be rebuilt from the backup files with near zero data loss. The online backups can be run on demand or as scheduled processes. The backup tools create flat files that can be copied to additional media or servers or backed up with any third-party backup software.

Skyward Database Backups Retention Schedule (SCC Hosted)

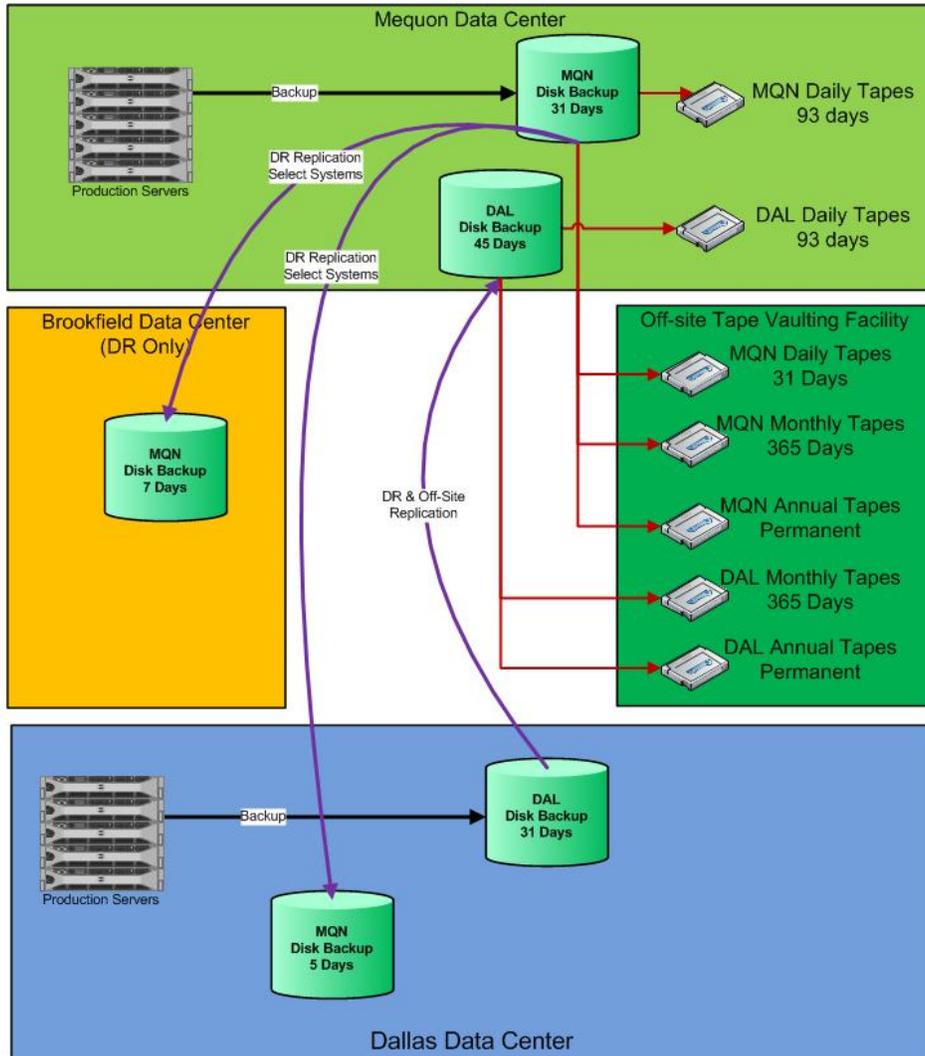
ISCorp maintains backup files for all Skyward customer databases as follows:

- Daily Backups – 1 month
- Weekly Backups – 3 months
- Monthly Backups – 1 year
- Long-Term Data Archiving – ISCorp does maintain permanent annual backups, which are taken the first weekend of the New Year. However, if a customer has specific compliance or retention requirements, ISCorp recommends that a copy of the backup be retained by the client. At the client's request, ISCorp can provide backups for client retention purposes.

ISCorp currently sends encrypted backups to an off-site facility daily Monday through Friday.



Skyward Database Backups (SCC Hosted)



Integrated Systems Corporation 10325 N Port Washington Rd. Mequon, WI 53092 262-240-7777	ISCorp Data Backup, Replication, and Off-Site Storage			
	Description: Diagram outlining the data backup, site to site replication and off-site data storage communications and retention policies.			
ISCorp Confidential & Proprietary	Date	Project	DWG NO	REV
Not for public disclosure. All Rights Reserved	12/1/2011	Infrastructure	BAK-12012011-1.1.0	A
	Author: SFrodenhus		SHEET	1 OF 1



Skyward Bandwidth Guidelines

Bandwidth requirements can depend on many factors such as latency, packet size, and utilization patterns. With that in mind, the only way to guarantee a Wide Area Network (WAN) connection or connection to your Internet Service Provider (ISP) has enough bandwidth is to run an analysis on the connection. Skyward IT Services can provide a complete bandwidth analysis as part of an SCC or Network Assessment.

Network Latency

The latency on each hop should average no more than 50ms with a complete round trip latency of less than 100ms. Latency can be determined by running a trace route from the client to the destination server. Too much latency will have an adverse effect on the performance of the Skyward Web Applications.

Bandwidth Usage - Skyward Web Applications

Our web-based modules like Educator Access + and Employee Access are estimated at 5-7kbps per active session. SSL encryption does not use additional bandwidth.

Skyward Growth Estimate Model

File Attachments

Disk space estimates for database server do not include space for file attachments. If the customer plans to scan and/or attach files, increase disk space by 300kb per page of scanned or attached documents. Ex. Add 3GB of disk space for every 10,000 of scanned or attached documents.

Database Server Sizing

Skyward's Database Server Sizing guidelines are based internal load testing and experience with customers of similar student enrollment. For customers with over 5,000 employees we recommend RAID 10 and Solid State Hard Drives for the best disk performance.



Patching and Version Controls for Server Operating Systems

Skyward tests new operating systems and major service packs as they are released, and we typically provide support within 3 months of a major release. Skyward does not support beta operating systems or patches. It is recommended that customers apply critical security updates to all Skyward servers following their regular internal update schedules. If Skyward is aware of an issue with a patch or security update it will communicate that to customers as a critical issue.

Operating System	Version Controls for all Hosting Options	SCC Hosted Patching	All On-Premises Patching
Windows (Skyward Web and Applications)	Based on function, the servers are running the same version of Windows.	During the weekend, critical security patches are automatically applied. ISCorp examines and pushes out all other patches after they have been tested	All patching and OS version control is determined by the customer. Skyward provides support and recommendations to our customers.
Linux (Databases)	Versions the same based on function to help decrease anomalies based on uniqueness.	Because the databases are on a protected backend network, ISCorp rolls out updates based on Progress Database compatibility and Database update rollout. Major updates are usually performed a couple of times per year. Usually test databases are patched/updated at same time to make sure no problems occur and dependent software packages like Power Path are available for new kernel revisions. Upon successful patch/update set testing, ISCorp will roll out to entire production group over next few maintenance windows.	All patching and OS version control is determined by the customer. Skyward provides support and recommendations to our customers.



Definition and Installation of Skyward Updates

Releases

Skyward puts out a new release three times each year, usually in June, October, and February (some exceptions will apply). This release will contain enhancements and new features, as well as updated tables and reports if required. Release files are to be downloaded, and they tend to run over 2GB in size. Releases are named for the release number (ex. V102d109.Skyrel).

Addendums

Addendums are small files for program fixes that cannot wait for the next release. There may also, on occasion, be state or even site-specific addendums that will contain important software. Instructions for loading are included with the email. Addendums are named for only the DF level and Addendum number (ex. V102d115a01.skysfs).

RMAs

RMAs are small files for program fixes or conversions for single customers. ISCorp is notified from Skyward via email that an RMA is available. Instructions for loading are included with the email. RMAs are named for the DF level, Addendum number and contain an RMS project number (ex. v102d109a01r1607594.skysfs).

Update Type	SCC Hosted	On-Premises	On-Premises Managed Services
Releases	Customer requests the install date and ISCorp installs the releases.	Customer installs updates at their discretion.	Skyward installs updates at the time requested by the customers. Updates will be applied during Skyward Student hours.
Addendums	Customer requests the install date and ISCorp installs the Addendums.	Customer installs updates at their discretion.	Skyward installs updates at the time requested by the customers. Updates will be applied during Skyward Student hours.
RMAs	Customer requests the install data and ISCorp install the RMAs.	Customer installs updates at their discretion.	Skyward installs updates at the time requested by the customers. Updates will be applied during Skyward Student hours.



Skyward LDAP / Identity Management

Skyward LDAP Login and Group Integration

The LDAP (Lightweight Directory Access Protocol) is an industry standard protocol that allows an application like Skyward to authenticate to a third-party LDAP server like Microsoft Active Directory or Novell eDirectory. In general terms, you can think of an LDAP server as a phone book that has the usernames and passwords for your users. Skyward can take advantage of this “phone book” by allowing it to be used to log into Skyward. The advantage is that end users have one less password to remember. In more technical terms the LDAP implementation in Skyward allows users to use their network credentials to log into Skyward, including the web-based products like EA+ and Employee Access. User accounts can be located on either a Windows Active Directory or a Novell eDirectory LDAP server. LDAP is available for both self-hosted and SCC Hosted customers.

The LDAP Group integration feature allows customers to link their Network Directory Groups to Skyward Security groups, allowing customers to manage group membership exclusively from their Network Directory.

Account Automation / Identity Management (IDM)

There are several ways to automate the creation of accounts. Below are some examples:

Third-Party solutions

Skyward has partnered with the [Tools4ever UMRA](#) solution to provide an Identity Management solution that provisions user accounts from Skyward Student or Student Suites to a variety of systems, including Active Directory. UMRA is our preferred IDM partner but Skyward can be used with any third-party IDM solution.

With the Skyward SIF agent and third-party ZIS and Active Directory Agents Active Directory accounts can be automatically provisioned when they are added to Skyward Student or Student Suites.

Employee Import (Applicant Import Utility)

Customers that want to be able to import employees into a SMS 2.0 Student database from an import file can purchase the optional Applicant Import Utility.



Skyward Web Performance Testing

The Skyward Web Load Performance Simulator is designed to realistically simulate multiple browsers requesting pages from a web site. After implementation, Skyward uses this tool to gather performance and stability information about your web application. This tool simulates many requests with a relatively small number of client machines. The goal is to create an environment that is as close to production as possible, so you can find and eliminate problems in the web application prior to deployment.



Core Web Applications Minimum Web Browser Requirements

For the Core Student Suite and Student Management Suite Web-Based Applications

Skyward recognizes the diverse Operating Systems, Devices, and Internet browsers our customers are using. While we want every customer to have the best possible experience, we recognize that it is impossible to develop applications that work identically, efficiently, and effectively with all browsers and versions. We also recognize that testing on every browser version and device combination is no longer possible as many new browser versions are deployed on aggressive weekly or bi-weekly schedules.

Skyward supports the following Web Browsers:

- **Chrome**
- **Microsoft Edge**
- **Firefox**
- **Internet Explorer**
- **Safari**

If an issue is discovered with one of the recommended browsers listed above, please report it to Skyward Support so our development team can review the issue. Please refer to the next two pages for the minimum browser versions that are supported.

General Browser Information

- 1024x768 resolution or higher is required for the core products and 800x600 resolution or higher is required for the Family/Student/Employee Access portals.
- For Internet Explorer users Skyward recommends a third-party spell checker add-on such as iespell or speckie. All other supported browsers include an inline spell checker.
- Skyward Web-Based Food Service Point of Sale (POS) must meet the following minimum hardware requirements: Dual Core 1.6GHz or faster with RAM: 1 gigabyte (GB) (32-bit) or 2 GB (64-bit)
- Skyward recommends using a PostScript printer with Adobe Acrobat Reader loaded on the client.
- Skyward does not support beta versions of Operating Systems or Web Browsers.
- All system requirements are subject to change based on product version.



Workstation Web Browser Requirements

Minimum Web Browser Requirements for the Student Suite Web-Based Applications (Includes Student/Teacher/Family/Employee Access portal requirements).

Operating System	Supported Browser List
Windows Workstation Browsers	
Windows Vista SP2	Chrome (current version ¹) Firefox (current version ¹) Internet Explorer 9
Windows 7 SP1	Chrome (current version ¹) Firefox (current version ¹) Internet Explorer 11
Windows 8.1	Chrome (current version ¹) Firefox (current version ¹) Internet Explorer 11
Windows 10	Chrome (current version ¹) Edge (current version ¹) Firefox (current version ¹) Internet Explorer 11
Windows Server Browsers	
Windows Server 2008 SP2	Chrome (current version ¹) Firefox (current version ¹) Internet Explorer 9
Windows Server 2008 R2 SP1	Chrome (current version ¹) Firefox (current version ¹) Internet Explorer 11
Windows Server 2012	Chrome (current version ¹) Firefox (current version ¹) Internet Explorer 10
Windows Server 2016 / 2012 R2	Chrome (current version ¹) Firefox (current version ¹) Internet Explorer 11
Mac Browsers	
Mac OS X 10.6 through Mac OS X 10.13	Chrome (current version ¹) Firefox (current version ¹) Safari 5 through Safari 11.1
Chrome OS Browsers	
Chrome OS (current version ¹)	Chrome (current version ¹)
Microsoft Office	
Windows & Mac	Office 2003 and newer

¹Chrome OS, Chrome browser, Microsoft Edge, and Firefox are on aggressive release schedules and therefore the most current version is not explicitly listed.



Mobile Access Application Requirements

The Skyward Mobile Access App is available for installation on any Apple iOS, Microsoft Phone, or Google Android based device. To use the Skyward Mobile App simply install the App and start using!

Feature	Benefits
Access through your mobile device	Free app is available to download through the iTunes App store, Microsoft Phone Store, Google Play, or Amazon Appstore. Works with your iPad, iPod Touch, or iPhone. Works with your Android mobile devices. Works with Microsoft Phones. Saves your login and password for fast, easy access.
Mobile access to your Skyward student data	Have immediate access to a student's emergency medical information. View a student's picture, schedule, attendance, or general information.
Mobile access to your finance and human resources data	See all your accounts, requisitions, POs, insurance information, and paychecks.
Mobile access for all users	Parents, students, teachers, counselors, principals, and Student office staff - all users can be given access to Skyward Mobile Access.
Access to all your Skyward modules	Have access to student, finance, human resources, My Print Queue, and Family Access software as well as your product setup so you can view reports that are in your queue.



SMS Mobile Web Requirements

Skyward SMS Mobile allows users to access Skyward on almost any web enabled device using the devices web browser without installing an application on the device. To use the SMS Mobile Web just point your devices web browser at your Skyward URL and start using!

Feature	Benefits
Access through your mobile device	Compatible with most mobile devices, including iOS, Android, and Windows Mobile. Works with smartphones and tablet devices.
Mobile access to your Skyward student data	When seconds count, have immediate access to a student's emergency medical information View a student's picture, schedule, attendance, or general information.
Mobile access to your finance and human resources data	See all your accounts, requisitions, POs, insurance information, and paychecks.
Mobile access for all users	Parents, students, teachers, counselors, principals, Student office staff - all users can be given access to SMS Mobile.
Mobile browser (iOS, Android, Windows)	Utilizes the mobile browser on the Web Enabled Device.
iPhone and iPad	Uses browser (Safari) for easy access. No installation or purchase necessary.
Access to many of your Skyward modules	Have access to student, finance, human resources, My Print Queue, and Family Access software as well as your product setup so you can view reports that are in your queue.

A SMOOTH Implementation Model

Skyward's project management approach is based on core Project Management Body of Knowledge (PMBOK) concepts for risk and resource management, quality controls, and communication planning. We have tailored this model to fit the K-12 industry specifically, and the result is a "SMOOTH" implementation methodology that has consistently proven to be the best in the industry. By adhering to this simple model, we can ensure that you will meet your deadlines, get your data migrated, and have your staff trained so they are ready to work on their new Skyward system from day one.

Strategize

From the minute your project kicks off, Skyward's knowledgeable and dedicated team of industry specialists will begin working with your project manager and other key personnel to determine the best way to migrate and verify your data, train your staff, and personalize your solution within the required timeline.

Migrate Data

Based on the timeline that gets defined in our strategy sessions, the data migration team will transfer all your critical information from your previous system into your new Skyward solution.

- Skyward's data migration team will complete preliminary conversions so you can see how your data will look in Skyward.
- Our conversion specialists will create customized programs to migrate your data in-house. We do not outsource this step and City of Pembroke Pines staff will never be required to learn or run these programs.
- Skyward's conversion programmers have performed thousands of data migrations from more than 200 different systems.

Open Communication

An effective implementation depends on open communication, access to expertise, and a proven process. Skyward will provide you with best practice recommendations throughout your implementation, so you can get the most out of your Skyward solution. We have created custom consultation packages for districts and schools of all sizes, based on decades of experience working with school districts to implement Skyward's solution:

- Proactive evaluation of migration strategies with action plans to improve data quality.
- Custom best-practice recommendations from a highly-trained solution consultant.
- One-on-one meetings with decision makers to help with change management.

Oversight

During your implementation of Skyward, you will never feel like you have been left to figure out the process for yourself. Your dedicated project manager will be a single-source contact that will supervise your entire implementation. Your project manager will:

- Develop a plan specifically for your implementation needs.
- Conduct implementation meetings with your contacts.
- Coordinate all Skyward projects to ensure that everyone is working on the same timeline.
- Schedule trainings for your staff.
- Report on action plans and timelines of the implementation.
- Monitor the proper migration of your data.
- Work directly with Skyward staff to quickly address any events that may arise.

Training

Skyward prides itself in the ability to deliver quality, hands-on training to your staff, straight from the mouth of a highly-trained solution specialist who has extensive experience helping districts just like yours get the most out of their technology.

- Skyward trainers have undergone rigorous instruction and testing in the system
- Your project manager and your trainers will discuss any of your unique or distinct situations and customize the training sessions accordingly.
- Hands-on training improves knowledge retention and ensures that your staff will be able to perform the tasks effectively and efficiently expected from them when your launch date arrives.

Help

Even after your solution is fully implemented and your staff are performing all their regular duties in your new system, Skyward's support does not end. Support includes:

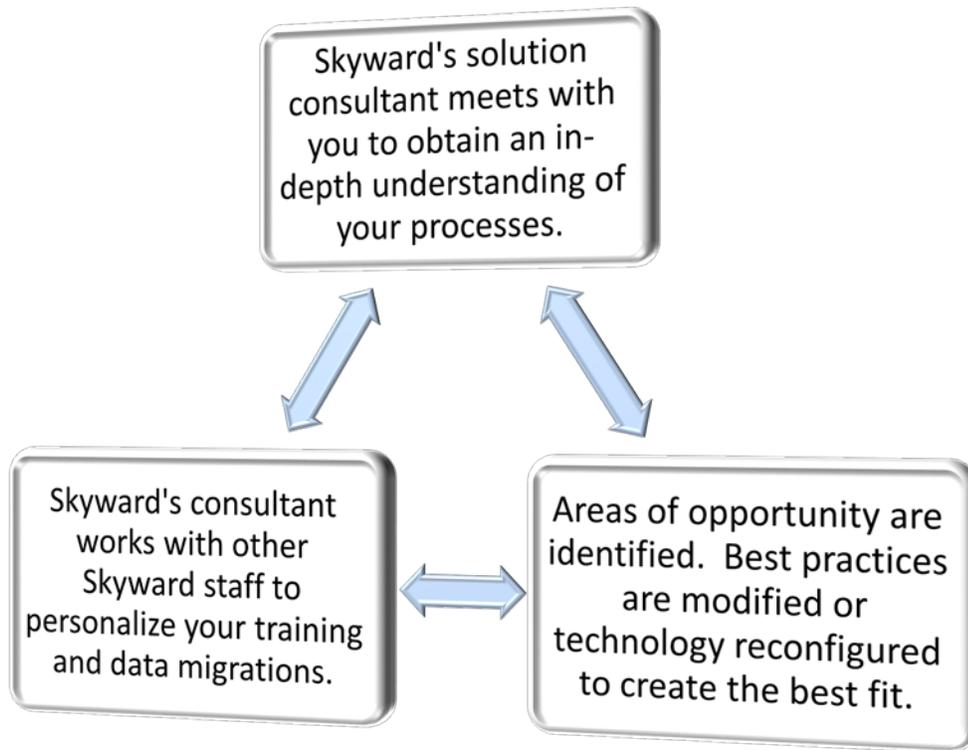
- Direct access to Skyward's helpful and friendly customer support team by phone, web, or chat.
- Prompt assistance so your important tasks are not interrupted, with a documented escalation path for critical issues.
- An active community of Skyward users throughout the country that you can interact with to obtain helpful tips and tricks, best practices, and even learn about customized forms or reports.

SmartStart Consulting

The implementation of new enterprise-level technology is a major undertaking that requires close collaboration from start to finish. Skyward has established an innovative solution to address some of the pains of the implementation process, while also setting our clients up for overall success. With our SmartStart Consulting service, you will achieve the smoothest transition possible and ensure that the technology is aligned with your business practices.

SmartStart gives you the opportunity to draw on Skyward's 35+ years of experience in the industry. Our solution consultants will share best practices from districts just like yours that have already adopted Skyward. The result is a more complete implementation that will get you off to a successful start on your new system.

A Smarter Approach



"I'm still amazed at what was accomplished in such a short period of time. It was a very positive process and a great move to Skyward."

- Roxie Schafer
 Management Information Systems Coordinator
 Garden City USD #457, Kansas



City of Pembroke Pines, FL SCC Future Scheduling Sample Implementation Plan

ID	Task Name	Duration	Start	Finish	Resource Names
0	City of Pembroke Pines Charter, FL (SAMPLE) SCC Future Scheduling Implementations 2019	216.5 days	Mon 1/17/19	Tue 11/5/19	
1	Preparation and System Setup	17 days	Mon 1/17/19	Tue 1/29/19	
2	Order Software	1 day	Mon 1/17/19	Mon 1/17/19	Skyward Project Manager
3	Kickoff Meeting	1 day	Tue 1/18/19	Tue 1/18/19	Skyward Project Manager, Skyward Hardware System Manager, Skyward Conversion Manager, District Project Manager, District I.S. Manager, District Training Coordinator, District Key Departmental Staff
4	Finalize Implementation Schedule	10 days	Wed 1/19/19	Tue 1/22/19	Skyward Project Manager, Skyward Customer Service Manager, Skyward Conversion Manager, Skyward Hardware System Manager, District Project Manager, District I.S. Manager, District Training Coordinator, District Key Departmental Staff
5	Software/Database installation at ISCorp	1 day	Wed 1/23/19	Wed 1/23/19	ISCorp Hardware Tech
6	Technical Staff Training - Loading the ISCorp Client	2 days	Thu 1/24/19	Fri 1/25/19	Skyward Hardware System Rep, District I.S. Manager, District I.S. Personnel
7	Training Lab(s) Configuration	1 day	Mon 1/28/19	Mon 1/28/19	District I.S. Manager, District I.S. Personnel, Skyward Hardware System Rep, Skyward Project Manager
8	Test Environment	1 day	Tue 1/29/19	Tue 1/29/19	District I.S. Manager, District I.S. Personnel, Skyward Hardware System Rep
9	End system set-up	0 days	Tue 1/29/19	Tue 1/29/19	
10	SmartStart Consultation	6.5 days	Wed 1/30/19	Thu 2/7/19	
11	System Overview	0.5 days	Wed 1/30/19	Wed 1/30/19	Skyward Customer Service Manager, District Project Manager, District Key Support Personnel
12	Demographics and Systems	1 day	Wed 1/30/19	Thu 1/31/19	Skyward Customer Service Manager, District Project Manager, District Key Support Personnel
13	Current Year Scheduling	0.5 days	Thu 1/31/19	Thu 1/31/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
14	Attendance	0.5 days	Fri 2/1/19	Fri 2/1/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
15	Grading	1 day	Fri 2/1/19	Mon 2/4/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
16	State Report Training	0.5 days	Mon 2/4/19	Mon 2/4/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
17	Future Scheduling	1 day	Tue 2/5/19	Tue 2/5/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
18	Disciplinary	0.5 days	Wed 2/6/19	Wed 2/6/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
19	Educator Access and Gradebook	0.5 days	Wed 2/6/19	Wed 2/6/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
20	Other sub-modules purchased	0.5 days	Thu 2/7/19	Thu 2/7/19	District Key Support Personnel, District Project Manager, Skyward Customer Service Manager
21	Completion of Setup Worksheet/Essential Data Elements	0 days	Thu 2/7/19	Thu 2/7/19	Skyward Customer Service Manager, District Project Manager, District Key Support Personnel
22	Professional Development Center (PDC)	100.5 days	Thu 2/7/19	Thu 6/27/19	
23	Introduction to PDC	0.5 days	Thu 2/7/19	Thu 2/7/19	District Key Support Personnel, District Project Manager, Skyward Student CS Trainer
24	District to continue use of PDC throughout implementation	100 days	Fri 2/8/19	Thu 6/27/19	District End-Users, District Key Support Personnel, District Project Manager
25	PDC work complete	0 days	Thu 6/27/19	Thu 6/27/19	
26	Implementation of Future Scheduling	82 days	Thu 2/7/19	Mon 6/3/19	
27	Final Future Scheduling Data to Skyward for conversion.	5 days	Thu 2/7/19	Thu 2/14/19	District Programmer, District Project Manager, District I.S. Manager
28	Data Verification Materials to Skyward	5 days	Thu 2/7/19	Thu 2/14/19	District Project Manager, District Key Support Personnel

ID	Task Name	Duration	Start	Finish	Resource Names
29	Skyward to convert final Future Scheduling data	10 days	Thu 2/14/19	Thu 2/28/19	Skyward Quality Assurance Rep,Skyward Conversion Manager
30	Final Future Scheduling Data to be Loaded on ISCorp Server	1 day	Thu 2/28/19	Fri 3/1/19	ISCorp Hardware Tech
31	Data Verification	2 days	Fri 3/1/19	Tue 3/5/19	Skyward Student CS Trainer,District Project Manager,District Key Support Personnel
32	District and Security Configuration	2 days	Tue 3/5/19	Thu 3/7/19	Skyward Student CS Trainer,District Project Manager,District I.S. Manager,District Administrator
33	Next Year Scheduling Training: Preparations	1 day	Thu 3/7/19	Fri 3/8/19	Skyward Student CS Trainer,District Registrars,District Guidance Counselors,District Project Manager
34	End Users Take Requests in Skyward	30 days	Fri 3/8/19	Fri 4/19/19	District Key Data-entry Personnel,District Guidance Counselors,District Registrars
35	Next Year Scheduling Training: create schedules	1 day	Fri 4/19/19	Mon 4/22/19	Skyward Student CS Trainer,District Registrars,District Guidance Counselors,District Project Manager
36	End Users Create Schedules	30 days	Mon 4/22/19	Mon 6/3/19	District Key Data-entry Personnel,District Guidance Counselors,District Registrars
37	Implementation of NY Scheduling complete	0 days	Mon 6/3/19	Mon 6/3/19	
38	Implementation of Demographics	21 days	Mon 6/3/19	Tue 7/2/19	
39	Final Demographics Data to Skyward for conversion.	5 days	Mon 6/3/19	Mon 6/10/19	District Programmer,District Project Manager,District I.S. Manager
40	Data Verification Materials to Skyward	5 days	Mon 6/3/19	Mon 6/10/19	District Programmer,District Project Manager,District I.S. Manager
41	Create Skyward backup and send to Skyward	5 days	Mon 6/10/19	Mon 6/17/19	District Programmer,District Project Manager,District I.S. Manager
42	Skyward to convert final Demographics data	5 days	Mon 6/17/19	Mon 6/24/19	Skyward Quality Assurance Rep,Skyward Conversion Manager
43	Final Demographics Data to be Loaded on ISCorp Server	1 day	Mon 6/24/19	Tue 6/25/19	ISCorp Hardware Tech
44	Data Verification	2 days	Tue 6/25/19	Thu 6/27/19	Skyward Student CS Trainer,District Project Manager,District Key Support Personnel
45	Demographics and Systems Training	3 days	Thu 6/27/19	Tue 7/2/19	Skyward Student CS Trainer,District Key Data-entry Personnel,District Middle School Secretaries,District High School Secretaries,District Elementary Secretaries
46	Implementation of Demographics complete	0 days	Tue 7/2/19	Tue 7/2/19	
47	Implement Skyward District-Wide	53.5 days	Mon 7/1/19	Thu 9/12/19	
48	Final Ancillary Data to Skyward for conversion (Ex: Health Records, State Reporting)	5 days	Tue 7/2/19	Tue 7/9/19	District Programmer,District Project Manager,District I.S. Manager
49	Data Verification Materials to Skyward	5 days	Tue 7/2/19	Tue 7/9/19	District Programmer,District Project Manager,District I.S. Manager
50	Skyward to convert final Ancillary data	30 days	Tue 7/9/19	Tue 8/20/19	Skyward Project Manager,Skyward Conversion Manager,District Project Manager,District Programmer,District I.S. Manager
51	Final Data to be Loaded on ISCorp Server	1 day	Tue 8/20/19	Wed 8/21/19	ISCorp Hardware Tech
52	Data Verification	16 days	Wed 8/21/19	Thu 9/12/19	District Project Manager,District Programmer,District I.S. Manager,Skyward Project Manager
53	Final Historical Data to Skyward for conversion (Ex: Academic or Attendance History)	5 days	Mon 7/1/19	Fri 7/5/19	District Programmer,District Project Manager,District I.S. Manager
54	Data Verification Materials to Skyward	5 days	Mon 7/1/19	Fri 7/12/19	District Programmer,District Project Manager,District I.S. Manager
55	Skyward to convert final Historical data	10 days	Mon 7/15/19	Fri 7/26/19	Skyward Project Manager,Skyward Conversion Manager,District Project Manager,District Programmer,District I.S. Manager
56	Final Data to be Loaded on ISCorp Server	1 day	Mon 7/29/19	Mon 7/29/19	ISCorp Hardware Tech
57	Data Verification	16 days	Tue 7/30/19	Tue 8/20/19	District Project Manager,District Programmer,District I.S. Manager,Skyward Project Manager
58	All data conversions completed	0 days	Tue 8/20/19	Tue 8/20/19	

ID	Task Name	Duration	Start	Finish	Resource Names
59	Training for Full District - A Skyward On-site Training day allows for ten attendees. Current Year Scheduling	56.3 days	Tue 7/2/19	Wed 9/18/19	
60	Attendance	2 days	Tue 7/2/19	Thu 7/4/19	Skyward Student CS Trainer, District Project Manager, District Middle School Secretaries, District High School Secretaries
61	Attendance	2 days	Thu 7/4/19	Mon 7/8/19	Skyward Student CS Trainer, District Project Manager, District Middle School Secretaries, District High School Secretaries, District Elementary Secretaries, District Attendance Clerks
62	Educator Access and Educator Gradebook (Train the Trainer) - 1 day sessions	3 days	Mon 7/8/19	Thu 7/11/19	Skyward Student CS Trainer, District Trainers, District Training Coordinator, District I.S. Manager
63	Health Records	1 day	Thu 7/11/19	Fri 7/12/19	Skyward Student CS Trainer, District School Nurse
64	Disciplinary	0.5 days	Fri 7/12/19	Fri 7/12/19	Skyward Student CS Trainer, District Vice-Principals, District Principals, District Guidance Counselors
65	State reporting - via web	5 days	Mon 7/15/19	Fri 7/19/19	Skyward Student CS Trainer, District Project Manager, District Key Departmental Staff
66	Test Score Import via web	0.5 days	Mon 7/22/19	Mon 7/22/19	Skyward Student CS Trainer, District Key Data-entry Personnel
67	Grading - 2 day sessions	3 days	Wed 8/21/19	Fri 8/23/19	Skyward Student CS Trainer, District Project Manager, District Guidance Counselors, District Principals, District Vice-Principals, District Middle School Secretaries, District High School Secretaries, District Guidance Secretaries, District Registrars
68	Graduation Requirements - 1 day sessions via web	1 day	Mon 8/26/19	Mon 8/26/19	Skyward Student CS Trainer, District Guidance Counselors
69	Athletic Eligibility - .5 day sessions via web	0.5 days	Mon 7/22/19	Mon 7/22/19	Skyward Student CS Trainer, District Trainers, District Training Coordinator, District I.S. Manager
70	Family Access via web	0.5 days	Tue 7/23/19	Tue 7/23/19	Skyward Student CS Trainer, District I.S. Manager, District I.S. Personnel
71	Curriculum Mapping - .5 day sessions via web	0.5 days	Tue 8/27/19	Tue 8/27/19	Skyward Student CS Trainer, District Curriculum Staff, District Key Data-entry Personnel
72	Lesson Plans - .5 day sessions via web	0.3 days	Tue 8/27/19	Tue 8/27/19	Skyward Student CS Trainer, District Curriculum Staff, District Key Data-entry Personnel
73	Response to Intervention - .5 day sessions via web	1 day	Tue 8/27/19	Wed 8/28/19	Skyward Student CS Trainer, District Key Departmental Staff
74	SkyAlert via web	0.5 days	Tue 7/23/19	Tue 7/23/19	Skyward Student CS Trainer, District I.S. Personnel
75	Skybuild - .5 day sessions via web	0.5 days	Wed 7/24/19	Wed 7/24/19	
76	Additional Training as Needed	15 days	Wed 8/28/19	Wed 9/18/19	
77	All training completed	0 days	Wed 9/18/19	Wed 9/18/19	
78	Ancillary & Miscellaneous Systems (OPTIONAL)	216.5 days	Mon 1/7/19	Tue 11/5/19	
79	Meeting regarding all Student ancillary data (exports and imports) and automated processes.	1 day	Mon 1/7/19	Mon 1/7/19	Skyward Project Manager, Skyward Programming Manager, Skyward Hardware System Manager, District Project Manager, District Programmer, District I.S. Manager
80	Set-up interfaces available in Skyward	30 days	Tue 7/2/19	Tue 8/13/19	Skyward Project Manager, Skyward Hardware System Manager, District Project Manager, District Key Support Personnel, District I.S. Manager
81	District to test interfaces available in Skyward	20 days	Tue 8/13/19	Tue 9/10/19	Skyward Hardware System Manager, District Project Manager, District Key Support Personnel, District I.S. Manager
82	Auto-schedule interfaces	20 days	Tue 8/13/19	Tue 9/10/19	Skyward Hardware System Manager, District Project Manager, District Key Support Personnel, District I.S. Manager
83	District to test auto-scheduled interfaces	40 days	Tue 9/10/19	Tue 11/5/19	Skyward Project Manager, Skyward Hardware System Manager, District Project Manager, District Key Support Personnel, District I.S. Manager
84	All interfaces set-up and tested	0 days	Tue 11/5/19	Tue 11/5/19	
85	Project Close-Out Meeting	0 days	Tue 11/5/19	Tue 11/5/19	Skyward Project Manager, District Project Manager, District Key Departmental Staff

Project Team Staffing

Highly trained and experienced Skyward personnel will fill several roles that are vital to the implementation process, including each of the following:

Project Manager

The Skyward project manager is your main point of contact at Skyward throughout implementation. This resource will coordinate the development and execution of the overall project plan with you and will work closely with you to address data migration requirements and create the training and installation schedule. Other responsibilities include:

- Works with outside hardware and telecommunication vendors on your behalf.
- Coordinates and communicates with Skyward's programming and support staff to ensure deadlines are being met for training and installation.
- Review contract with key personnel to ensure it includes only what you need.
- Plan and conduct weekly status meetings to review project status and questions, including agenda creation and documented follow-up notes.
- List necessary project tasks and define timelines for these tasks.
- Design project calendar and implementation plan; communicate all pertinent information.
- Provide guidance to your project management team regarding the most efficient methods for implementing core software and sub-modules.
- Track and record any implementation issues that may arise and ensure that correct Skyward staff members are working with you to achieve successful and timely issue resolution.

SmartStart Consultant

Skyward consultants define a configuration plan that will ultimately ensure that you are running the system as efficiently as possible based on business needs. Consultants are typically managers or trainers that have achieved one of the highest levels of product knowledge and have an in-depth understanding of Skyward technology. The Skyward consultant's responsibilities include, but are not limited to:

- Provide in-depth demonstration of Skyward technology options and capabilities and help create custom "best practice" recommendations to help you perform better.
- Conduct a "side-by-side" comparison of Skyward and the legacy software with key departmental personnel to determine how you can improve efficiencies using Skyward products.
- Identify any gaps in Skyward technology capabilities and help you find solutions.
- Review training plan with project management and provide input as needed.
- Communicate decisions to Skyward training team and ensure that trainers configure Skyward technology based on your best practices.
- Assist trainers with necessary preparations for your launch date.
- Collaborate with programmers to review preliminary data and answer any related questions.

Hardware and Information Technology (IT) Personnel

Skyward has a full-service IT department available to assist you with hardware-related tasks, questions, and training. For the City of Pembroke Pines implementation, Skyward IT staff responsibilities will include:

- Assess hardware requirements with you during a conference call to help select adequate peripheral devices per Skyward system specifications.
- Conduct any necessary Skyward/Progress database administration classes.
- Work with your IT Staff to load Skyward software and configure servers and databases.
- Load all necessary Skyward data migrations as they are completed.
- Respond to hardware service calls for any Skyward events that arise.

Data Migration Programmers

Regardless of whether we have experience converted from your previous system, all our clients require some customization due to differences in local usage and user defined areas. Data migration programmers are responsible for the following:

- When preliminary data arrives, programmers will review the data and ensure that necessary items were submitted.
- Contact your team members to review the data, discuss any questions that they have, and provide tips about areas in the data that will need to be cleaned up prior to live data migration.
- Begin to write preliminary programs and, time permitting, provide preliminary data migrations for districts to review and provide feedback prior to launch.
- Complete live data migrations per the timeframes on the project plan.

Trainers

Skyward trainers bring with them a wealth of experience and knowledge, with the primary intent of transferring it to you. Our training team is held to a high level of quality and results of customer ratings are used to plan continuing education and areas of improvement for each trainer. Aside from simply running the training sessions, Skyward trainers are responsible for the following:

- Work with your consultant and project manager to ensure that training has been tailored to your specific needs.
- Maintain up-to-date knowledge of the software and undergo rigorous evaluation to qualify for the next “pro level” certification.

Roles and Responsibilities

Skyward cannot make assumptions or estimate the percentage of time needed by district/city staff. We have provided an outline of roles and responsibilities Skyward recommends for a successful implementation based on our experience.

City of Pembroke Pines Project Manager(s)/Sponsor

Your internal project manager will serve as the main point of contact for us during the project implementation and will assist Skyward's project manager with the development and execution of the overall project plan. This person should be an effective communicator and detail oriented. The inherent responsibilities of this role include:

- Attend weekly status meetings to review project status and questions.
- Define timelines with Skyward project management team for all tasks.
- Assist Skyward project manager and consultants with decisions regarding implementation plan and configuration and gather decisions from necessary district personnel.
- Communicate and coordinate all necessary implementation tasks, information, instructions, and calendar timelines to correct district personnel.
- Follow up with all members of the project team to ensure necessary tasks are completed on time.
- Ensure all necessary district data and information is passed to Skyward (such as training locations, configuration decisions, conversion data, etc....).
- Assist district departmental staff with the creation of new procedures based on Skyward processing requirements and decisions.
- Tracking and recording any implementation issues that may arise to work with Skyward toward successful issue resolution.

Staff Development/Training Coordinator

The training coordinator manages all training dates, locations, trainees, training follow-up, etc. Inherent responsibilities include:

- Create class lists for all training and communicating training dates and times to necessary trainees.
- Ensure training labs are available and workstations are properly configured for training.
- Track attendance at all training sessions.
- Gather completed training evaluations and feedback from trainees to forward to Skyward.

Key Departmental/Leadership Staff

Departmental staff/leaders are your configuration decision makers. This role must be filled by people that really know how your processes function in areas such as scheduling, attendance, discipline, finance, payroll, etc. and have the authority to make sound decisions about Skyward configuration and processing. Inherent responsibilities include:

- Meet with Skyward consultants and support staff to understand the functionality and options available in the software within his/her subject area to make accurate decisions regarding district configuration and end-user training.
- Work with your project manager to document and implement all district procedural changes necessary as a result of the migration to the Skyward technology.
- Assist conversion programmers with data-related questions and verify accuracy of converted data.

I.S. Staff (Developers, Architects, Programmers)

Depending on delivery model, the role of your I.S. staff will be to manage the Skyward database on your servers and/or configure your network appropriately. IS staff project responsibilities include:

- Select, order, and assemble adequate hardware and peripheral devices per Skyward specifications.
- Attend any necessary Skyward database administration classes.
- Work with Skyward IT Staff to load Skyward software and configure servers.
- Open correct firewalls for necessary outside access.
- Load all necessary Skyward updates if hosted on-premise.
- Create hardware service calls for any Skyward issues that arise.
- Monitor changes to Skyward specifications and hardware-related information over time.

Technology Support Personnel

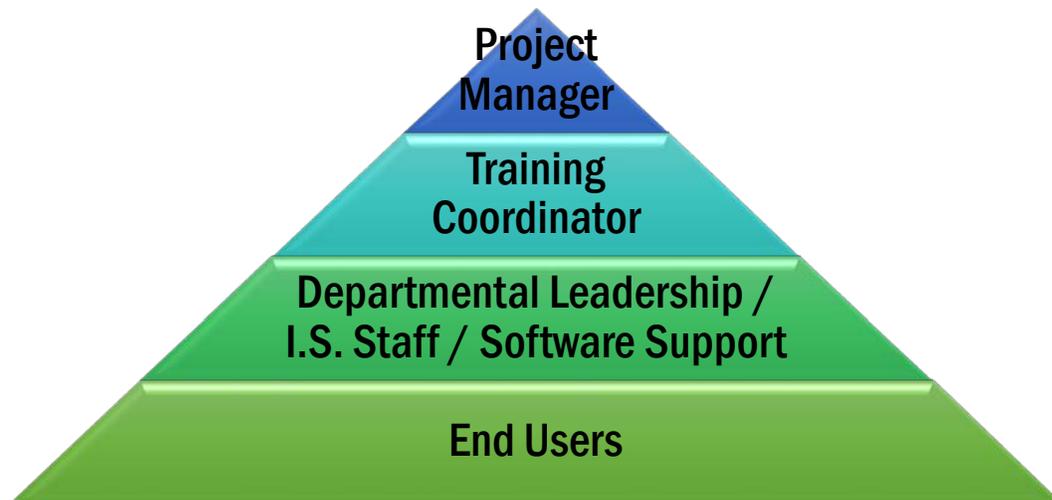
Many of our clients create a multi-tier support network of strong users or technology specialists to monitor service calls and provide immediate support to end users. Service calls that cannot be resolved through this process are then forwarded to Skyward through our Customer Access network. Technology support personnel responsibilities include:

- Become familiar with Skyward documentation to successfully troubleshoot issues.
- Monitor the Customer Access service call queue and assist end users with support questions.
- Escalate any issues that cannot be resolved to Skyward support for assistance.

End Users

This group includes all staff that will be using Skyward software. Their responsibilities include:

- Attend necessary training sessions and providing feedback after each session.
- Assist with data migration data verification.
- Report issues to correct support personnel.



Project Team - Skyward

Skyward will dedicate a team of highly specialized, expert personnel to oversee the various aspects of your implementation. We have identified several key roles to fulfill the requirements of this project, as shown below. Skyward affirms that any of its staff assigned to the City of Pembroke Pines project will be properly educated, trained, qualified, certified, and experienced for the services they are asked to perform. Skyward will provide 2 project managers, 1 conversions programmer, 1 senior consultant and up to 5 trainers. We also have 2 project management branch managers with a combined 20 years of experience, 3 additional project management managers with 10 supporting project management staff. At this time personnel cannot be dedicated, however once an agreement is reached between the City of Pembroke Pines and Skyward, members of the City of Pembroke Pines implementation team will be selected at that time.

Key Personnel

Terry Anderson – Vice President of Corporate Operations

Tim King – Project Management Branch Manager

Andy Lind – Vice President of Customer Service

Mike Bianco – Director of IT Services – Corporate Office

Amanda King – Project Management Branch Manager



Staff Resumes



Terry Anderson

Vice President of Corporate Operations

Proposed Project Role

Implementation Team Lead

Summary of Experience

13 years with Skyward
Involved in managing the training process for over 1,400 districts

Notable Implementations

Jordan School District, UT
Student Count – 82,000
Number of Entities – 100

Alpine School District, UT
Student Count – 80,000
Number of Entities – 75

Garland ISD, TX
Student Count – 58,000
Number of Entities – 68

Applicable Education and Professional Certifications

UW – Stevens Point, WI Business Administration
UW – Madison, WI Masters Certificate in Project Management

References

Mike Heaps – Jordan School District, UT
Phone – 801.567.8271
Email - michael.heaps@jordandistrict.org

Paul Lewis – Alpine School District, UT
Phone – 801.830.8735
Email - plewis@alpinedistrict.org

Jason Genovese – Garland ISD, TX
Phone – 214.701.0426
Email - jegenove@garlandisd.net

Tim King

Branch Manager – Dallas Office

Proposed Project Role

Project Manager

Summary of Experience

5 years of experience as Skyward Branch Manager
3 years of experience as Skyward Project Manager
4 years of experience as Manufacturing Plant Manager
10 years of experience as Manufacturing Production Manager

Notable Implementations

Peoria IL, Student and Finance Implementation

Student Count – 14,469

Number of Entities – 39

Grand Prairie ISD TX, Student and Finance Implementation

Student Count – 15,800

Number of Entities – 22

Allen ISD TX, Student and Finance Implementation

Student Count – 69,188

Number of Entities – 76

References

Sabina Trevino – Clear Creek ISD

IMS Coordinator

Phone - 281-284-0455

Email - strevino@ccisd.net

Butch Sloan – Garland ISD

Executive Director Data & Administrative Services

Phone - 972-487-3684

Email - LLSloan@garlandisd.net

Angela Willis – Grand Prairie ISD

Finance Main Contact

Phone - 972.237.5405

Email - angela.willis@gpisd.org

Andy Lind

Vice President of Customer Service

Proposed Project Role

Training Lead

Summary of Experience

23 years with Skyward

Involved in managing the training process for over 980 districts over the past 10 years

Notable Implementations

Jordan School District, Utah

Student Count – 85,000

Number of Entities – 94

Canyons School District, Utah

Student Count – 33,528

Number of Entities – 20

Allen School District, Texas

Student Count – 19,505

Number of Entities – 24

Oshkosh School District, WI

Student Count – 10,008

Number of Entities – 23

Janesville School District, WI

Student Count – 10,327

Number of Entities – 22

References

Michael Heaps – Jordan School District, UT

Phone - 801-567-8271

Email - michael.heaps@jordandisrict.org

Ike Isaacson – St. Cloud ISD #742, MN

Phone - 320-253-9333

Email - ike.isaacson@isd742.org

Mike Bianco**Director of IT Services – Corporate Office****Proposed Project Role**

Technical Lead

Summary of Experience

15 years with Skyward

Involved in the installation and/or administration of over 1,000 LAN/WANs

Notable Implementations

Seminole County School District, FL

Student Count – 66,000

Number of Entities – 66

Alpine School District, UT

Student Count –70,000

Number of Entities – 81

St. Lucie County School District, FL

Student Count – 40,000

Number of Entities – 47

Lake County District, FL

Student Count -38,000

Number of Entities – 54

Fort Bend ISD, TX

Student Count – 70,000

Number of entities - 76

References

Contact Name - District Jim Dunn, St. Lucie County, FL

Phone - 772-429-7561

Email - JAMES.Dunn@stlucieschools.org

Contact Name - District Paul Lewis, Alpine, UT

Phone - 801-830-8735

Email - plewis@alpinedistrict.org

Amanda King, PMP

Project Management – Branch Manager

Proposed Project Role

Implementation Team Lead/Project Manager

Summary of Experience

12 years with Skyward/9 years in Project Management

Involved in managing the implementation process for over 80 districts

Notable Implementations

Lake County Schools, FL

Student Count – 42,000

Number of Entities – 54

Marion County, FL

Student Count – 42,500

Number of Entities – 54

Shawnee Mission USD 512, KS

Student Count – 27,000

Number of Entities – 44

Applicable Education and Professional Certifications

Project Management Professional (PMP) Project Management Institute	August 2016
Frank P. Saladis Certificate in Project Management UW-Stevens Point	June 2016
Project Management Professional Workshop Successful Projects	July 2016

References

Rosalina Shoebrook – Shawnee Mission USD 512, KS

Phone - 913-993-8807

Email - rosalinashoebrook@smsd.org

Heather Hamilton – Lake County Schools, FL

Phone - 352-253-6700

Email - Hamiltonh@lake.k12.fl.us

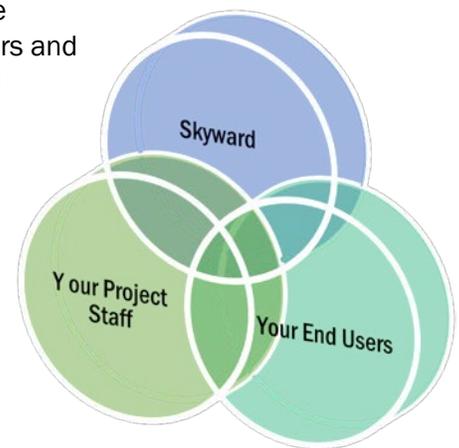
Change Management Approach

The most important step that Skyward has implemented for Change Management is the aforementioned SmartStart Consulting program. The goal of consultation is to help your district determine the following:

- The scope of the changes
- Which users will be impacted
- What processes will change
- What the timeframes will be for these changes

Once these questions are answered, the change management process becomes a collaborative effort between you and Skyward. Your main role will be to redefine all pertinent processes and communicate these changes frequently and completely to all affected users. If you can provide opportunities and encouragement to end users to ask questions, Skyward will help you answer these as honestly as possible to create realistic expectations. Finally, it will be important for you to continuously reassess the comfort level of your users and suggest adjustments to the project plan accordingly, should the cultural landscape shift in a positive or negative direction.

Skyward will support you throughout the implementation by ensuring that the lines of communication are open. We will promptly, completely, and openly answer your questions and address concerns. Providing users with access to the software as early as possible is also advantageous – Skyward will give you a training database with “play” data as part of the initial installation. This should help generate questions and increase buy-in at the user level as the project moves forward.



Project Change Management

Any changes to the project plan will be discussed during the weekly status meetings throughout the life of the project. Depending on the nature of the change, it will be handled via the process decided upon in the project’s early stages, which usually includes:

- Potential change is suggested and reviewed
- Alternatives and options are created
- Alternatives and options are presented to necessary parties
- Best option is selected
- Change goes to the necessary approvers
- Change is implemented upon approval

The most typical project changes include training dates or conversion program changes. Each of these would be handled through different channels, as agreed upon in the planning phase of the project. Skyward has a change order process in place to address any changes that need to be made to the actual sale.

Issues Management Approach

Skyward’s project management team borrows from the agile Kanban methodology of our development team in many respects when it comes to issue management. This allows us to rapidly deal with immediate issues while mitigating the adverse effect on the overall project schedule. Agile issue management emphasizes teamwork, communication, and openness, which falls right in line with our implementation methodology.

Identification

Issue identification and prioritization is built into the process. When the project manager is notified of an Issue that affects critical project phases, steps are taken to immediately flag the issue and communicate it to all appropriate parties to remove the impediment and get back on track.

If an issue is identified and categorized by the project manager as non-critical, it will be addressed in the weekly project meeting and an appropriate plan of action devised.

Logging

Agile issue management places an emphasis on action over documentation. Our project managers will log the issue in their project workbook, but the majority of their energy will be put into clearing the issue.

Clarification

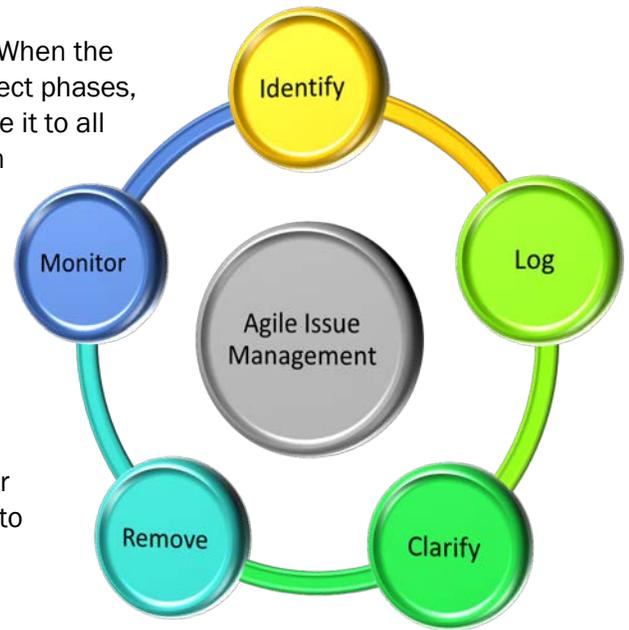
This is where communication is key. Skyward’s project manager will be in close contact with the trainers, consultants, data migration programmers, and IT personnel that are working on your project. In some cases, an issue may arise that requires further clarification of your specific business rules or practices. Your project manager will take every step to facilitate the flow of information between your subject matter experts and the responsible parties within Skyward so that the issue can be cleared.

Removal

Once all the necessary information has been gathered, the issue will typically be assigned to the owner of the impeded task or escalated to the person with the proper level of authority and expertise to remove the issue or highlight ways to mitigate the issue’s impact on the project.

Monitoring

Removal of an issue does not always signify the end of its impact on the project. Skyward’s project manager and your stakeholders should continue to monitor and review the affected deliverable to ensure that the issue does not return. Skyward’s project management team will conduct a post-mortem discussion and review of the issue as needed to improve upon the process.



Risk Management Approach

Skyward's project management team adheres closely to ISO standards for risk management. We will work with City of Pembroke Pines staff throughout the life of the project to keep risk under control. Based on our experience with implementations on a similar scale as the one being proposed for you, we have built several controls into our projects to assist us in monitoring and controlling risk. Some examples are as follows:

- Weekly project status meetings with a focus on upcoming activities and ongoing project review. During these regular meetings, Skyward's project manager will help to identify upcoming risks and begin preparing for possible changes to the plan.
- SmartStart consultation and fit-gap analysis is the next step in risk management. By taking a proactive approach to determining where and how the technology fits with your business practices, Skyward increases the time available to research the best ways to overcome these obstacles. Consultation also provides you with an opportunity to evaluate current processes prior to launch and discuss best practice recommendations that might be implemented as part of the migration process.
- Finally, the preliminary conversion phase in the implementation process will provide the necessary "double-checking" for the risk mitigation process. By looking at conversions early and verifying data, we can ensure that our process is working correctly with your data and decrease the risk of erroneous data populating the system. Preliminary conversions also help us provide direction to your staff for data cleanup in the legacy system.

What makes K-12 risk management any different?

Compared to other industries, the level of risk tolerance for education agencies like the City of Pembroke Pines is extremely low. Whether it's a breach of data privacy and security during your implementation process or a missed deadline that leaves your schools in the dark, you can ill afford to accept these kinds of risks due to the highly critical nature of your work. Skyward's risk management process is specifically built around K-12 and is designed to prevent these types of events from occurring.

Intangible Risks

ISO 31000 identifies intangible risks as something that must be taken into consideration as part of the risk management process. In a project such as the one you are currently undertaking, these can often be the most dangerous risks, resulting in these all-too-common results:

- Knowledge risks due to poor training, lack of experience, or failure to understand business practices. These risk factors can lead to a solution that does not fit with your operations or roadmap, causing you to have to go through the entire evaluation and purchasing process again in just a few years.
- Relationship risks due to poor vendor communication. This can lead to failed knowledge transfer and misaligned expectations, leaving you with a solution that falls short or only minimally meets the scope of your project.

The fact is; you need to be sure that you are investing with a firm that presents the least amount of risk to you, not just on paper, but based on real-world experience. Skyward has never been involved in a lawsuit for breach of contract in our 35+ years of existence; if we say we can do something, you can rest assured that we will follow through

Embrace the Interface

Skyward has developed meaningful relationships with key business partners to add value to our product lineup by providing interfaces with commonly used third party products. While these interfaces are not a requirement to successfully run or utilize Skyward technology, they can certainly add efficiencies if you are already using any of these products in your current business practices (additional costs may apply).

You can use Skyward’s powerful *Skybuild* ETL technology to schedule or manually invoke any of our dozens of canned imports/exports at your preference. The flexible technology design allows for custom scheduled exports and imports using thousands of fields within the database.

In addition, Skyward’s event-driven SIF agent can provide the flexibility to publish a wide variety of SIF objects to other SIF subscribers. ODBC/JDBC are the most commonly used connections to read or write data from the Skyward database.

Current Student Management Business Partners and Built-In Imports/Exports

Type	Vendor/Product
Library	Athena
	Epixtech Dynix
	Follet
	Gateway
	Winnebago
	Symphony
Transportation	Bustops
	Edulog
	BusBoss
	Trapeze
	Transfinder
	Versa Trans
	Polyplot
Academic	Abacus
	Edline
	Goalview
	ScholarChip
Communications	Alert Now
	Phone Master
	School Messenger
	SchoolReach-Instant Parent Contact
Online Registration	EZ Registration

	InfoSnap
Document Management	API/upland FileBound
Food Service Data	PCS RevTrak - Credit Card Payment Magic-Writer - Credit Card Payment PaySchool Credit Card Interface rSchool Today Horizon
Transcripts	Connectedu Docufide Connections Academy
Guidance/Schedule	Career Cruising Eduphoria
Attendance	PlascoTrac
Health	SNAP FitnessGram
Demographic	Cayen Supplemental Services Tracker
Data Warehouse	CCAP D2SC Cognos
Other	Illuminate NWEA/MAP TIP/HAYES Visual CaseI Crystal Reports
Learning Management Systems - API	Canvas Schoology Atlas eBackpack ItsLearning Apple School Manager Microsoft OneNote Clever OneRoster

Data Migrations

Successful Data Conversions

Because your users know the data better than anyone, communication will be vital to a successful data conversion. Everyone wants a smooth conversion and accurate data to be converted into Skyward. Any data clean-up that can be accomplished prior to your conversion will be helpful for a few reasons. Cleaner data converts more easily and the programmers that are working on your data will have fewer questions and exceptions during the process. Clean data going into conversions will mean less clean-up after your conversion is completed.

Compared to other solutions on the market, Skyward is proud to offer full data conversion services. Which means you, the district, don't need to worry about converting any data. The last thing you need in a project this size is to get hung up trying to pull information over from your previous solution. We have been converting third-party data for more than 35 years and have converted over 200 different vendor systems. We currently have over 20 in-house data migration programmers with decades of experience moving new clients to Skyward's database.

- The migration is performed by Skyward, which means that your staff requires no additional training.
- Data migration programs have been developed by Skyward with no assistance from third-party developers. This ensures that all data migrations are subject to unmatched quality control and review.
- Before your final data migration, data will be verified, and you will receive specific clean-up recommendations to make the process run as smooth as possible. One last review will also be completed prior to posting it for final migration.

Communication with your district will also be a key component of successful data migration. Staff members from the district will work closely with Skyward's Project Manager and Data Migration staff to help us fully understand the data and the district's business processes.

What can you do to help with a successful conversion?

We ask that the district provides data in a convertible format. This usually means providing Skyward with ASCII files or on a SQL database. Skyward will review the data, and identify problem areas, such as duplicate names and addresses, along with data elements that may require reformatting such as length change or zero fill. Some items will require manual corrections, in some cases Skyward is able to work with the district to develop algorithms and correct the data in the migrations programs. We ask that every step of the way you provide Skyward with verification materials, as well as participation in verifying the data.

Data Conversion Process Overview

We have a dedicated staff that writes the conversion programs while in contact with district technology staff to verify that it is working as expected. Once your district purchases Skyward, a project manager is assigned to your district and your first conference call to discuss the scope of the project. The district is responsible to post a preliminary cut of the data and verification materials to Skyward's FTP Site. At this point a conversion/training schedule is created by the project manager. The project manager will request an Entity Cross Reference, this allows Skyward to create your current district structure of school's names and numbers in your new database. Once this is completed, you will then have a conference call with a conversion programmer to discuss your data. Initial conversion programs are written based on your preliminary data submission. After the Essential Data Elements are completed, a Skyward software manager will review this information

CITY OF PEMBROKE PINES - TS-17-04-B

with you and discuss setup options. Eleven business days prior to your data load, you will post a final cut of data and accompanying verification materials to Skyward's FTP site. Final conversion takes place at Skyward, on the eleventh day after your data is sent, a finalized database is loaded on your servers at your ASP provider's location. Your district personnel will need to review and verify data. The district will sign off on converted data within 30 days.

Data Migration Programmers

Even though your current system is one that Skyward has converted in the past, all of our clients require some customization due to differences in local usage and user defined areas. Data migration programmers are responsible for the following:

- When preliminary data arrives, programmers will review the data and ensure that necessary items were submitted.
- Contact district team members to review the data, discuss any questions that they have, and provide tips about areas in the data that will need to be cleaned up prior to live data migration.
- Begin to write preliminary programs and, time permitting, provide preliminary data migrations for districts to review and provide feedback prior to launch.
- Complete live data migrations per the timeframes on the implementation plan.

We have included a standard data migration package with our proposal. Additional migrations may be provided based on district need as identified during our initial consultation.

Data Migration Descriptions

Skyward has provided a snapshot of data to be converted. Upon selection as the vendor, Skyward will work with the City of Pembroke Pines to detail further data migrations as purchased. Only data from your current SMS system will be converted. Data must be supplied in an acceptable format as determined by Skyward's Conversion Team. Verification material is required and must be supplied by the customer in a timely manner. Cross reference files, if requested, must be supplied by the customer in a timely manner. Convertible formats typically mean, ASCII tab delimited files, csv files, Excel spreadsheets, standard databases (SQL compliant), or similar formats. No PDFs, reports generated from print files with header records, or nonstandard characters.

Demographics

- Active enrolled students
- Entry and withdrawal history from the time the student entered the district to the time the current entry record is converted.
- Student family info
 - Parents' names
 - Physical and mailing addresses
 - Phone numbers
- During historical records data migrations, placeholder records for non-enrolled inactive students will be created (if necessary).

Curriculum records

- Curriculum title
- Curriculum key
- Default Course values
 - Course length
 - Subject
 - Department
 - Course type required/elective
 - Course credits Earned Toward Graduation
 - Course credits used in calculating GPA up to 9 different
 - Attendance is taken yes/no
 - Grades are given yes/no
 - Lowest grade level that can take course
 - Highest grade level that can take course
 - Course can be repeated yes/no

History – Grading (High School Only) Data Migration

- Skyward will convert –
- Transcript grades used to calculate GPA or earned high school credits for students actively enrolled in high school, or who graduated the year the conversion was purchased. This is typically semester or final grades.
- Course name
- Credits earned toward graduation
- Credits used to calculate various GPAs
- Grade mark received in course (if that is used to calculate GPA or earned credit)
- Required state fields as determined by Skyward’s State Reporting Group
- Course subject
- During historical records data migrations, placeholder records for non-enrolled inactive students will be created (if necessary).
- Transfer courses may not convert exactly as entered on your previous system due to functionality differences. We will not convert the school taken for transfer course unless state required.
- We will not recreate the exact section, teacher, or period of the course the student took.
- This conversion does not include test scores, health records, attendance, discipline, or anything else you may print on transcripts.

Immunizations Data Migration

- All Immunization history for all active enrolled students that is stored on the system that the data migration is purchased for.
- Immunization data:
 - Date of immunization
 - Waiver type
 - Dosage
 - Vaccination lot number
 - Vaccination comment
 - Childhood illness (that could replace vaccination)

Scheduling Data

- All or some of the following records for secondary schools for the current year or next school year, as determined by the Skyward team working with your staff.
- Course Records
 - Course title
 - Course key
 - Course length
 - Subject
 - Department
 - Course type required/elective
 - Course credits earned toward graduation
 - Course credits used in calculating GPA up to 9 different
 - Optimal number of students that can take the course
 - Maximum number of students that can take the course
 - Minimum number of students that can take the course
 - Attendance is taken yes/no
 - Grades are given yes/no
 - Lowest grade level that can take course
 - Highest grade level that can take course
 - Course is an honor roll course yes/no
 - Course can be repeated yes/no
- Section Records
 - Course key
 - Section number
 - Track
 - Start Period
 - Stop Period
 - Days meeting pattern
 - Start Time
 - Stop Time
 - Start Term
 - Stop Term

- Room
- Teachers
- Team
- Optimal number of students that can take the section
- Maximum number of students that can take the section
- Minimum number of students that can take the section
- Attendance method paper/web
- Grading method paper/web

Initial Training Plan

Having expert training is critical when it comes to implementing a new solution for your district. A good training experience gives your staff confidence, reduces everyone's stress level, and improves the outcomes of the goals your district has set with your new Skyward software.

The type and amount of proposed training is laid out more specifically in your cost proposal and the sample project plan that has been provided. We are offering a mix of on-site and web training as necessary to make your district more comfortable and confident with the software. In addition, Skyward's training is **ALL-INCLUSIVE** – there are no hidden costs for travel, food, or lodging.

Skyward's training team is held to a high level of quality. Trainers are classified by Pro levels 1-4 based on their knowledge of the software. Skyward has an extensive internal certification program for all trainers which includes module certifications, training shadowing and a panel review process for reaching the next pro level. Quality is monitored through our online evaluation process, which gives our customers the opportunity to critique trainers. Results of these ratings are used as a means to plan continuing education and areas of improvement for each trainer.

Types of Skyward Training

On-Site

All travel expenses included - no hidden charges

- Customized to meet your needs based on our consultation with you
- 6 hours of training for up to 10 attendees per session
- Training can be used for up to 12 months - no rigid scheduling requirements

Web

Skyward will remotely present the product to you

- Interactive training via WebEx- no boring lectures
- Lower cost option with greater flexibility

On-Going

Uncover new features and benefits with additional one-on-one training

- National and State Conferences feature breakout training sessions
- Skyward Academy - brief 1-3 hour sessions which span a wide range of roles and experience levels
- Professional Development Center

Professional Development Center

Skyward's Professional Development Center Offers you and your staff a variety of course types to meet your specific needs. This revolutionary tool is included in the cost of the Skyward solution. Our Professional Development Center provides time-saving, media-rich learning options to help you and your staff expand your knowledge and maximize your success. Three course types provide convenient, on-demand professional development for your staff:

Quick Start Courses

The PDC's quick start courses are designed for districts beginning implementation or for staff members new to Skyward. Quick start courses focus on the most essential tasks you and your staff will need to know to confidently use your new system and enjoy early success.

Specialty Courses

These intermediate-level courses focus on feature- and function-specific tutorials to help you take the next step within the Skyward solution. Take advantage of these targeted training sessions to expand your capabilities and dive deeper into the applications your district uses most.

Mastery-Level Courses

The PDC's most advanced courses include comprehensive module-level training sessions to help you reach the pinnacle of knowledge. Become your district's go-to Skyward expert with the variety of learning materials available. Mastery-level courses are ideal for districts that want to get the most from their Skyward investment.

Next-Level Support

Don't get stuck running around in circles when you need help. Your time is essential to the educational mission, so we provide you with numerous ways to contact us regarding technology issues. With the Skyward solution, the district named support contacts will enjoy the following benefits:

- Named support contacts have unlimited access to customer consulting & support for all your needs via phone or email
- Live chat option
- Customer support portal allows easy review of past service calls, access to a detailed knowledgebase, FAQ, and the ability to submit requests for enhancements
- Extensive use of tutorials for visual walk-through on new features
- Free use of web conferencing for specialists to work directly with your system while on the phone
- Skyward's Internal certification program will ensure that support specialists are certified to help in the specific area of your call

Skyward offers a web-based Customer Support Center that is easy to use and will give you an opportunity to review and submit all the information that is relevant to you, including:

- View or modify past or current service requests
- Search our Knowledge Base for answers to common questions
- View current Skyward news
- Download software updates
- View documentation and product tutorials
- Request Skyward IT Services
- Access information on user groups, special interest groups, Skyward offices, customer reporting options and contact management

SkyDoc

Your investment in the Skyward solution includes unlimited access to SkyDoc, our knowledge management system composed of step-by-step tutorials for nearly every function of the software. You can easily find a "SkyDoc" or "Help" button on every application screen so you can locate answers to questions as they arise.

Release notes, tutorials, FAQs, current issues, and state/federal reporting information are also available via both SkyDoc and our support website.

Documentation Features

- Context-sensitive. The user will be presented with documentation specific to the active module.
- Keyword and full text search capabilities.
- Web-based. The documentation updates are immediately available to end users without any effort on the part of the district technology staff.

Easily Accessible Help

- In addition to SkyDoc, field-level help is provided within the applications themselves throughout the software system.

Ongoing Updates

- When updates take place, new tutorials are added and/or changes are made to existing tutorials to ensure that our documentation is always up-to-date.
- Documentation updates do not require any effort on the part of the district technology staff or end user.

Fully Customizable

- Tutorials can be printed or saved as a .pdf file.
- District-specific documentation of processes and procedures can be added to SkyDoc, so that end users can find all the information they need in one place.

A Trained and Experienced Team

At Skyward, we understand that support is more than a nice voice on the phone. The person on the other end needs to be knowledgeable and experienced in the field if they have any hope of answering your questions accurately and quickly. That's why our clients consistently say we are the best they have ever experienced.

Unique benefits of Skyward's consulting and support staff:

- A significant number of employees that are former school professionals. Many of the people you will talk to have walked in your shoes at one point or another.
- Our support specialists conduct on-site training to gain real-world experience from your perspective.
- We adhere to a rigorous 4-level qualification program that continuously evaluates the skills and knowledge of our specialists.
- Your calls are entered into a detailed customer management system, which is used to track all activity, generate online tutorials, and manage your district information.

Regardless of the method you use to reach us, your issues are entered into our state-of-the-art support system and reviewed by a highly-trained support specialist. When needed, Skyward can also utilize WebEx, an online support tool that gives us the ability to remotely look at your screen, identify the problem, and provide even quicker resolution.

The Support Process

Skyward prides itself in its Customer Consulting and Support staff which operates out of our office in Stevens Point, Wisconsin. The center operates out of a call queue, with assigned managers of the day responsible for monitoring the queue and escalating any issues that are identified as an emergency.

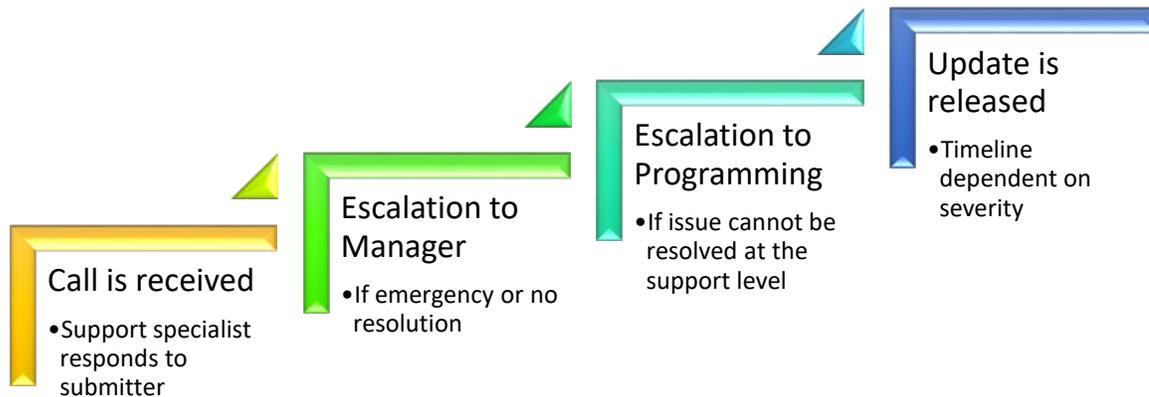
In a typical implementation, Skyward will train several of your staff to a similar level of proficiency as our internal support specialists. These system support personnel will be the first line of support for your end users. If an issue needs to be escalated, one of your authorized support contacts will submit it to Skyward, where our specialists will work to resolve the issue quickly.

Workflow and Escalation

Skyward offers ongoing support via phone, email, or Live Chat. Automated help options are available in the context of what a user is doing at the time. Tutorials are used extensively to provide a visual walk-through of new features, and our Knowledgebase is available through the support portal. Our customer service representatives are held to a high standard, and must undergo a rigorous, 4-level qualification program before being certified as a product expert. Many of our system updates are based on end user Requests for Enhancements, and we have a documented prioritization model depending on the critical nature of the request.

Standard software service calls are handled on a first-come-first-serve basis. Skyward has documented procedures in place for all levels of the support process. Mission critical calls are delineated and moved to the top of our resolution team. If a customer service representative cannot answer a question or resolve a specific issue, the service call gets moved to the management level. If, for some reason, the manager cannot resolve the issue at that point, it will be escalated to our programming department for quick resolution. Skyward’s internal call system tracks each ticket to make sure contact and resolution all meet agreed upon service levels.

A graphic depiction of the escalation workflow can be seen here:



A Strong User Community

Skyward recognizes the value of an active user community to facilitate the flow of information and create an outlet for discussions that can lead to more efficient school operations and integration of Skyward technology into daily business practices. To support this vision, Skyward has launched a new customer forum as a resource for Skyward customers and Skyward employees to come together and share their knowledge. Building on the excellent networking opportunities available at user group conferences, the customer forum expands interaction to a year-round environment.

Your participation in the forum will help build a network of Skyward users who can help others with suggestions on best practices, share training documents or brainstorm new ideas. A variety of employees from Skyward play an active role on the forum as well.

User Groups

The City of Pembroke Pines can join fellow school districts to network, learn more about the software, and get tips and training from Skyward and industry experts. User group conferences are held annually (biannually in Wisconsin) and hosted by an independent steering committee consisting of Skyward users from that state. The Florida User Group meets annually. This past year the conference was held on November 2, 2017 at Marion County Public Schools in Ocala, Florida. There were over 200 attendees present. The 2018 Florida User Group will also be held in the early part of November. Please visit Skyward's website to stay informed and up-to-date on user group information, including dates, locations, travel details and conference website links.

i-Con

In addition to state user group conferences, Skyward hosts a yearly international conference designed to provide information for current and prospective customers. The Skyward annual user meeting is held during the month of March in the state of Florida. i-Con is the premier professional development event for Skyward users. Attendance has been steadily on the rise and is the most popular event of the year. Here, you can learn how to unlock the full potential of your technology and get a first look at the latest developments. This event is a 2-day, interactive experience that gives you access to the latest information about our industry-leading products and one-on-one interaction with Skyward executives. The conference also delivers over 50 breakout sessions led by knowledgeable professionals, giving you the tools, you need to improve your district's state reporting and information management, create efficiencies, and get parents more involved in the education of their children. Registration for i-Con 2019 opens September 4, 2018.

Sustainability

At Skyward, we pride ourselves on a commitment to continuously evolve our product lines and meet the future needs of our clients. Our product management team carefully monitors the K-12 landscape to create the strategic vision of our solution, obtaining feedback from our client-run Steering Committees along the way. We make it a point to drive market innovation wherever possible by anticipating the future of education technology and developing a solution that will be powerful for our clients today while remaining relevant in the face of new trends and requirements tomorrow.

Cost

Attachment C

Total Cost of Ownership





P A N O R A M A
CONSULTING SOLUTIONS

Total Cost of Ownership: SKYWARD, INC.

Assumptions:
City of Pembroke Pines User Count:

Estimated Required Total Users: 1687
Please provide pricing for the following functional areas:

Department	Full-Time	Part-Time	Total
Accounting & Finance	24	0	24
Art Gallery	3	4	7
City Clerk	14	3	17
City Management (including Commission, Manager)	3	6	9
Communications & Media	4	0	4
Community Services (including Pines Place - Senior Residence)	24	0	24
Engineering	5	0	5
Environmental Services	8	0	8
Fire Department (including Fire Prevention & Rescue Billing)	221	0	221
Grounds Maintenance	12	0	12
Human Resources (including Risk)	5	0	5
Misc (including Gen Gov't - Buildings, Personnel, & Self Insurance)	23	0	23
Planning & Economic Development	9	1	10
Police	309	38	347
Purchasing	5	0	5
Recreation	29	74	103
Schools (including Early Learning, PreSchool, Substitute Teachers & Aides)	504	323	827
Technology Services Department	25	0	25
Utilities (including Sewer Collection, Water Distribution, & Admin Services)	11	0	11
		Total	1687

Vendor Benefits, Costs and Value	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Year	0	1	2	3	4	5
ERP Software Costs (Core system, modules etc...)						
(Please provide a breakdown of costs , i.e. software licenses, data base licenses, etc.						
Skyward Student Management CORE	\$154,594	\$30,468	\$31,626	\$32,828	\$34,075	\$35,370
Crystal Named User (1)	\$614	\$119	\$119	\$119	\$119	\$119
Professional Development Center (PDC)	\$2,376	\$2,376	\$2,376	\$2,376	\$2,376	\$2,376
Optional Products	\$0	\$0	\$0	\$0	\$0	\$0
Fee Tracking	\$14,304	\$2,405	\$2,496	\$2,591	\$2,689	\$2,791
Food Service	\$24,542	\$4,009	\$4,161	\$4,319	\$4,483	\$4,653
LMS-API (CANVAS)	\$2,848	\$2,673	\$2,775	\$2,880	\$2,989	\$3,103
New Student Online Enrollment	\$21,392	\$4,009	\$4,161	\$4,319	\$4,483	\$4,653
Special Education	\$24,017	\$4,009	\$4,161	\$4,319	\$4,483	\$4,653
Textbook Tracking	\$9,188	\$1,604	\$1,665	\$1,728	\$1,794	\$1,862
SkyAlert Software - Full Unlimited	\$10,393	\$10,393	\$10,393	\$10,393	\$10,393	\$10,393
Note: Year 0 for optional products includes initial investment, 1st Year Annual License Fee (ALF) and services.						
Annual Maintenance Costs (if applies)						
Professional Fees						
Training Costs	\$50,425.00	\$0.00	\$0.00	\$0	\$0	\$0
On - Site Consulting	\$17,325.00	\$0.00	\$0.00	\$0	\$0	\$0
Customizations - Data Migrations + esign	\$20,870	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Annual Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Implementation by Location						
Location 1	\$0	\$0	\$0	\$0	\$0	\$0
Location 2	\$0	\$0	\$0	\$0	\$0	\$0
Location 3	\$0	\$0	\$0	\$0	\$0	\$0
Location 4	\$0	\$0	\$0	\$0	\$0	\$0
Location 5	\$0	\$0	\$0	\$0	\$0	\$0

Manage Services

Please provide a break down of costs (i.e. setup fees, recurring hosting/services fees, any other recurring fees, etc.)

ISCORP Hosting Fees	\$17,817	\$17,817	\$17,817	\$17,817	\$17,817	\$17,817
Secure Cloud Computing Setup Assistance	\$585	\$0	\$0	\$0	\$0	\$0

Hardware

New Servers	\$0	\$0	\$0	\$0	\$0	\$0
Server/Client System Upgrades	\$0	\$0	\$0	\$0	\$0	\$0
Printers	\$0	\$0	\$0	\$0	\$0	\$0
Scanners	\$0	\$0	\$0	\$0	\$0	\$0
Shipping	\$0	\$0	\$0	\$0	\$0	\$0
Hardware Contingency (15% of subtotal)	\$0	\$0	\$0	\$0	\$0	\$0

Other Costs

Client Implementation Team Resources Contingency (20% of subtotal)	\$0.0	\$0	\$0	\$0	\$0	\$0
--	-------	-----	-----	-----	-----	-----

Annual ERP Costs

	\$371,290	\$79,882	\$81,750	\$83,689	\$85,701	\$87,790
--	-----------	----------	----------	----------	----------	----------

Estimated Cost by Fiscal Year	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
	\$371,290	\$79,882	\$81,750	\$83,689	\$85,701	\$87,790

Total Estimated Cost Through FY2023

\$532,922

1. Software licenses, by functional module

- **Core software license cost**
Core Software License Cost included in TCO – Row 15, Column C-H
- **Additional module license cost required to meet City of Pembroke Pines requirements**
Additional Modules or Optional Products listed in TCO – Row 19-25, Column C-H
- **Third-party software costs**
Third Party software Costs included in TCO Attachment

2. Describe the following with respect to software licensing:

- **Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external Internet user(s), query versus user, etc.) and how that works in a Disaster Recovery situation.**
Enterprise License Model provided in TCO. Recommended Platinum Hosting Services provides 3 fully licensed environments. Production, development, and training. Hosting is provided in a data center through our exclusive hosting partner, ISCORP. ISCORP has data centers located in Mequon, Wisconsin and Dallas, Texas.
- **Describe how licensing is structured (alternatives, base software + per user licenses, license costs, license-packs, incentives, etc.). Identify how costs are determined for adding additional users after the initial purchase. Identify any licensing distinctions for City users and business partners to access the system remotely through the internet (e.g. employee self-service, Vendor checking on status).**
The initial count is based on the student and building count as available from Market Data Retrieval (MDR) a division of Dun and Bradstreet. The cost for additional users is determined by the number of buildings that are added. When the district adds a new physical building there would be costs for an initial investment and a recurring fee.
- **From time to time consultants, business partners or other non-employee type personnel need to access the licensed software. Under your licensing agreement, will these types of users have access?**
Yes, based on the proposed license agreement consultants, business partners or other non-employees can be provided access to the system under this license agreement at no additional cost based on the “user” assigned security group.
- **The City has a desire to establish a test and training (same server) and production environment (separate server). Are you able to structure an environment that will allow the City to run additional development, test, and training instances without the need for additional product licensing fees? Describe licensing options available for a development/test system.**
Yes, the recommended Platinum ISCORP Hosting Services package provides three environments – Production, training, and development. No additional license fees are required.



3. Training and support modules and materials

Skyward is offering a mix of onsite, web training and our on-demand Professional Development Center which is included in the proposal. This interactive training environment provides simulations for Pembroke Pines Charter School staff to ensure success and reduce support calls. Additionally, SKYDOC is built into our Student Management Suite.

4. Third-party partner product costs required to support business requirements

Skyward cannot provide any additional costs related to third party partner costs unless additional information is provided.

5. Ongoing annual maintenance and support fees

Annual maintenance and support fees included in the TCO attachment. Years 0 through 5.

6. Professional services – by resource type, estimated hours, and rates for each resource type but not limited to:

- Costs for any required interfaces
- Costs for any required customization to meet the business requirements outlined in RFQ
- Costs for training and data conversion

Please refer to Skyward's cost proposal (page 5) for the number of onsite training days proposed, web hours, and consulting services, Project management (page 3) and data conversion costs (page 2). Skyward's cost proposal is in the cost tab.

7. Travel and expenses

Skyward's training is ALL-INCLUSIVE – there are no hidden costs for travel, food, or lodging.

8. Other professional services required to implement the product

Additional training can be purchased if requested. Web Rate \$195.00 per hour. Onsite Training is \$1,750 per day. A minimum of three days must be purchased for onsite training.



Skyward Cost Proposal



Cost Proposal Overview

Skyward is proposing our SMS 2.0 Student Management Suite in response to the City of Pembroke Pines RFP #TS-17-04-B. Skyward has included a Traditional cost proposal.

Annual Fee Information

The following services and benefits are included in your subscription fee:

Annual Support License

- Unlimited support requests for designated support contacts
- Live chat support
- Periodic product webinars
- Quarterly customer newsletter

Annual Software License

- Product updates throughout the year
- State and Federal required reports

A Personalized Solution

At Skyward, we pride ourselves in our ability to develop personalized solutions for each of our clients. We have proposed the following advanced feature based on the requirements laid out in your RFP:

- eSign – Electronic Signature

Your initial investment will by no means limit your ability to add even more advanced technology as you become comfortable and familiar with the system.

Database Options

While we recommend that all our clients take advantage of the benefits offered by our Secure Cloud Computing services, we know that this is not always an option. Our base pricing is based on the City of Pembroke Pines taking advantage of our SCC hosting option. The varying service levels offered by Skyward and ISCorp are detailed in the attached SCC Matrix.



SMS 2.0

Pembroke Pines, FL

sm181000

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.

Secure Cloud Computing Installation

School Management System Investment Summary

	<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees</i>	<i>Total</i>
Student Management Suite				
Estimated Installation: Beginning of Fiscal Year	\$ 124,126.00	\$ 67,995.00	\$ 32,844.00	\$ 224,965.00
System Wide Services and Software	495.00	21,210.00	119.00	21,824.00
Total School Management System	\$ 124,621.00	\$ 89,205.00	\$ 32,963.00	\$ 246,789.00

School Management System Investment - Including the Full 12-Month Recurring Fees * **\$ 246,789.00**

School Management System Investment - No Proration \$ 124,621.00 \$ 89,205.00 \$ 32,963.00 \$ 246,789.00

*** This Investment Summary reflects the recurring fees for a full 12-Month period.
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.**

Investment Estimate

Year 0	Estimated Installation Date through June 30, 2019 *	\$ 246,789.00
Year 1	July 1, 2019 through June 30, 2020	34,211.00
Year 2	July 1, 2020 through June 30, 2021	35,506.00
Year 3	July 1, 2021 through June 30, 2022	36,851.00
Year 4	July 1, 2022 through June 30, 2023	38,247.00
Year 5	July 1, 2023 through June 30, 2024	39,696.00
Total Investment Estimate		\$ 431,300.00

See Terms and Conditions for revised proposal expiration date. **181000dte**

This cost projection is based on an estimated annual increase of 3.8%. This is only an estimate.

*** The estimated installation date is not a guaranteed installation date.
It is an estimate used by your Account Executive to more closely project the actual costs of the products shown on this proposal.
The actual installation date will be determined by Project Management once the sale is complete.**



Pricing Detail

Student Management Suite

	<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees</i>	<i>Total</i>
Student Management Suite Software				
Core Package	\$ 124,126.00	\$ -	\$ 33,853.00	\$ 154,594.00
¹ Skyward Discount	-	-	(3,385.00)	
<i>Student Management</i>				
<i>Curriculum Mapping</i>				
<i>Educator Gradebook</i>				
<i>Family and Student Access</i>				
<i>Graduation Requirements</i>				
<i>Health Records</i>				
<i>Lesson Plan</i>				
<i>Response to Intervention (RTI)</i>				
<i>State Reporting (Student Management Suite)</i>				
<i>Test Score Import</i>				
Additional Functionality				
eSign - Electronic Signature 1 block	-	200.00	-	200.00
Student Management Suite Training				
² Professional Development Center	-	-	2,376.00	2,376.00
On-Site Days (3)	-	4,950.00	-	4,950.00
Web Hours (241)	-	42,175.00	-	42,175.00
³ Student Management Suite Data Migrations				
<i>Converting Vendor: Access</i>				
Demographics	-	4,095.00	-	4,095.00
⁴ Grading History - Transcripts	-	11,700.00	-	11,700.00
Immunizations	-	1,755.00	-	1,755.00
Scheduling (Non-Elementary Only)	-	3,120.00	-	3,120.00
Subtotal Student Management Suite	\$ 124,126.00	\$ 67,995.00	\$ 32,844.00	\$ 224,965.00
⁵ Total Student Management Suite Solution				\$ 224,965.00

Pricing detail continued on following page



Pricing Detail, continued from previous page

System Wide Services and Software

Services	Initial Investment	Services	Full 12-Month Recurring Fees	Total
⁶ Secure Cloud Computing Setup Assistance	\$ -	\$ 585.00	\$ -	\$ 585.00
SmartStart Implementation Service				
Consultative Services - Student	-	6,825.00	-	6,825.00
Project Management	-	12,600.00	-	10,500.00
⁷ <i>Project Management Discount</i>	-	<i>(2,100.00)</i>	-	
Third Party Software				
Crystal Software				
Crystal Reports (1 named user)	495.00	-	119.00	614.00
On-site Training - to be used with the Student Management Suite	-	3,300.00	-	3,300.00
Subtotal System Wide Services and Software	\$ 495.00	\$ 21,210.00	\$ 119.00	\$ 21,824.00

Total System Wide Services and Software	\$ 21,824.00
--	---------------------

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, located in the US, 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:

Platinum

Student Management Suite	5,939 Students	Annual Total
Platinum Package		\$ 17,817.00 *

* This is a 36 month contract.

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.



Optional Products Not Included in Investment Overview

The optional products are not included in the School Management System Investment Summary. Products purchased in the future will be priced at the then-current rates. Project Management and Consultative Services fees will be applied at the then-current rates.

Optional Products	Initial Investment	Services	Full 12-Month Recurring Fees	Total
Fee Tracking	\$ 9,799.00	\$ 2,100.00	\$ 2,672.00	\$ 14,304.00
¹ Skyward Discount	-	-	(267.00)	
Food Service	16,333.00	4,200.00	4,454.00	\$ 24,542.00
¹ Skyward Discount	-	-	(445.00)	
⁸ LMS - API - Canvas	\$ -	\$ 175.00	\$ 2,970.00	\$ 2,848.00
¹ Skyward Discount	-	-	(297.00)	
New Student Online Enrollment	16,333.00	1,050.00	4,454.00	\$ 21,392.00
¹ Skyward Discount	-	-	(445.00)	
Special Education	16,333.00	3,675.00	4,454.00	\$ 24,017.00
¹ Skyward Discount	-	-	(445.00)	
Textbook Tracking	6,534.00	1,050.00	1,782.00	\$ 9,188.00
¹ Skyward Discount	-	-	(178.00)	
Third Party Software				
⁹ Skylert Software - Full Unlimited	-	-	10,393.00	10,393.00
Total Optional Products	\$ 65,332.00	\$ 12,250.00	\$ 29,102.00	\$ 106,684.00

Pricing Footnotes

See Terms and Conditions for revised proposal expiration date.

181000dtc

¹ This proposal includes a discount off of the Skyward recurring fee.

181001dp

This discount is valid for a limited time and may be discontinued without prior notice.

² 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.

³ 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.

⁴ The Grade History data migration is completed for the purpose of printing transcripts at the High School level only.

⁵ 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.

⁶ **Secure Cloud Computing (SCC) Setup Assistance**

SCC Compliancy Testing.

Installation/Setup Service.

⁷ 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.

⁸ The LMS API module has been approved for use with Apple School Manager, Atlas, Canvas, Clever, eBackpack, itslearning, Microsoft OneNote, and Schoology. The functionality and performance of each LMS system is the sole responsibility of the supplying vendor.

⁹ Full Unlimited

Pricing includes unlimited voice and email notifications, interactive messaging / surveys, SMS text, automation and more.

Annual License and Support includes 24x7x365 customer service plus ongoing support for up to 3 users per school site and up to 5 district-level users.

Skylert is the only application integrated with the Skyward solution and offers real-time access and initiation of calls.

Additionally, administrators may also call the School Messenger support line to initiate a call if accessibility to the web is not possible.

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.



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.

Skyward On-Site Training Policy. A maximum of 10 people may attend each on-site day unless otherwise noted in this proposal. Should more people attend the training over the numbers stated, the customer will be charged an additional \$200 for each person.

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.

Student Management Suite

	Web Hours	On-site Days
Student Management	161	3
State Reporting	30	
Curriculum Mapping	3	
Educator Gradebook	18	
Family and Student Access	4	
Graduation Requirements	6	
Health Records	8	
Lesson Plan	2	
Response to Intervention	6	
Test Score Import	3	
Consulting	39	
Student Management Suite Total	280	3

Third Party Products

	Web Hours	On-site Days
Crystal Report		2
Third Party Products Total	0	2

Student Management Suite - Optional Products Not Included in Investment Overview

	Web Hours	On-site Days
Fee Tracking	12	
Food Service	24	
LMS API	1	
New Student Online Enrollment	6	
Special Education	21	
Textbook Tracking	6	
Student Management Suite Total - Optional Products	70	0



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)

Third Party Financing Options

Skyward is committed to providing you with cost effective options to budget for your School Management System. Many of our clients have a favorable history working with Providence Capital Network (www.ProvidenceCN.com). Their roots extend back over 30 years providing lease financing to the education market. They are members of many state ASBO organizations including WASBO and IASBO and frequently present at industry conferences as recognized experts.

Lease financing is a popular method to pay for software projects by spreading the initial cost over a multi-year period and it generally does not require voter approval. It can also be very cost effective given the strong credit ratings of most school districts.

Benefits of Lease Financing

- Simple process: apply with a one page application
- Easy to budget: evenly spread the cost over 3 years or more
- Experienced: more than 100 schools have benefited
- Affordable rates: competitive pricing for monthly and annual payments

Next Step

- Call 800-680-0560 to evaluate if lease financing is best suited for you.

8.14.09



Recurring Fee Information

Your Recurring Fee Includes:

- Unlimited support requests for designated support contacts
- Live chat support
- Periodic product webinars
- Quarterly customer newsletter
- 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.



TERMS AND CONDITIONS

This proposal is valid through October 15, 2018.

181000dtc

Payment Terms:

1. Skyward Initial Investment Fee (if applicable)

If Core Sale: 100% payment (30% of which is non-refundable) due upon installation of software onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% payment (30% of which is non-refundable) 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



Private Secure Cloud Services

	Gold	Platinum
Uptime Guarantee	99.8%	99.99%
Server Technology		
Database Servers, Application Servers, VMware Servers, Web Servers, Report Servers	✓	✓
Redundant Database Servers, Redundant Application Servers, Redundant VMware Servers, Redundant Web Servers, Redundant Report Servers	✓	✓
Redundant Highly Available SAN Environment		✓
Complete Disaster Recovery Servers		✓
Infrastructure Technology		
Dual-Redundant Firewalls, BGP Failover, Antivirus Scanning and Mitigation	✓	✓
24x7 Infrastructure Monitoring and Alarming	✓	✓
24x7 Live Help Desk		✓
Database Options		
Production Database	✓	✓
Training Database – 6 months Prior to Going Live		
Training Database – 3 months After Going Live		
Training Database – 9 months Prior to Going Live	✓	
Training Database – 6 months After to Going Live	✓	
Training Database – 12 months Prior to Going Live		✓
Training Database – Unlimited		✓
Refresh of Training Database Monthly		✓
Test Database	✓	✓
Refresh of Test Database	✓	✓
Developers Database		✓
Refresh of Developers Database		✓
Support Technology		
Progress Database Administration	✓	✓
Upgrades and Updates	✓	✓
Upgrades and Updates at Districts Discretion		✓
7am – 7pm (Central Time) Support		
24x7 Priority Support	✓	✓
3 rd Party Application Integration - Billable Hours		
3 rd Party Application Integration	✓	✓
3 rd Party Application Testing - Billable Hours		
3 rd Party Application Testing	✓	✓
3 rd Party Application Support – Billable Hours		
3 rd Party Application Support	✓	✓

	Gold	Platinum
Backups		
Daily Backups	✓	✓
Daily Backups Stored Offsite	✓	✓
Hourly Backups		✓
AI Logging		✓
Monthly Backup Retention		✓
Yearly Backup Retention		✓
Disaster Recovery		
RTO 72 hrs max RPO 72 hrs max		
RTO 48 hrs max RPO 24 hrs	✓	
RTO24 hrs max RPO 12 hrs		✓
Redundant Datacenter		✓
Large Customer Database Replication (Optional)		✓
Certification Expertise Available to Customer		
SSAE-16 (SAS-70) Report Available Yearly	✓	✓
HIPAA	✓	✓
PCI		✓

SKYWARD® SOFTWARE LICENSE AGREEMENT

This Skyward® Software License Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point WI 54482 (“Skyward”) and _____, with offices at _____ (“Licensee”). Skyward and Licensee may be collectively referred to herein as the “parties” or individually as a “party.”

RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: installation and implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the “Skyward Services”).

C. Skyward and Licensee desire to enter into this Agreement to establish the terms and conditions under which Skyward will license certain Skyward Products to Licensee and provide certain Skyward Services to Licensee in association therewith.

TERMS AND CONDITIONS

1.0 Limited License.

1.1 Grant of Limited License. Subject to the terms and conditions of this Agreement, Skyward hereby grants to Licensee a nonexclusive, non-transferable, non-sublicensable, non-perpetual limited right and license to the Skyward Products identified in the proposal signed by Skyward and Licensee, including any addenda thereto, attached hereto and incorporated herein by reference (the “Proposal”), together with all related instruction manuals and other materials associated therewith (the “Materials”). Licensee may only use the Skyward Products (i) in object code form on one or more processing units owned or leased by Licensee and located at Licensee’s premises, or otherwise embedded in equipment provided by Skyward; or (ii) through Skyward’s authorized third party host pursuant to a Hosting Services Agreement executed by Licensee simultaneous with this Agreement, or subsequently entered into by Skyward and Licensee. Licensee may use the Skyward Products and Materials solely for its own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Licensee from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

1.2 Use Restrictions. By accepting the rights granted by Skyward hereunder, Licensee agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Licensee or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

1.3 Third Party Products and Services. Any information or proposals for third party products or services provided by Skyward to Licensee are for informational purposes only and it is the sole responsibility of Licensee to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Licensee further acknowledges that any such information or proposals provided by Skyward were based on information provided by Licensee and that Skyward did not perform an independent technology analysis, unless requested by Licensee to do so. In the event Skyward provides any third party products or services to Licensee under the terms of this Agreement, Licensee agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

2.0 Fees and Payment.

2.1 Fees. Licensee shall pay the fees for the Skyward Products and Skyward Services identified in the Proposal (the “Initial Fees”). In addition, Licensee shall pay the annual license fees, yearly subscription fees, hosting fees, and other reoccurring fees identified in the Proposal (the “Annual Fees”). In addition, Licensee shall pay all other amounts due in association with the Skyward Products and Skyward Services during the term of this Agreement.

2.2 Payment. Licensee shall make payment of the Initial Fees when due as provided in the Proposal. Licensee shall make payment of the Annual Fees and any other amounts due within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

2.3 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 Licensee agrees to pay the amount specified and Licensee is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

3.0 Ownership and Protection of Intellectual Property.

3.1 Reservation of Title. Licensee acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Licensee further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward's licensor.

3.2 Licensee's Responsibilities. Licensee shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Licensee shall devote its best efforts to ensure that all Licensee's personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Licensee's right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Licensee hereunder shall remain in full force and effect for so long as Licensee continues to control, possess, or use the Skyward Products and Materials. Licensee shall promptly notify Skyward and return the Skyward Products and Materials, and any permitted back-up copies thereof upon the termination of this Agreement or the limited license granted herein for any reason, or the abandonment or other termination of Licensee's control, possession or use of the Skyward Products and Materials.

3.3 Reproductions, Filming and Back-Up Copies.

3.3.1 Reproduction of Materials. Licensee may reproduce the Materials for authorized use by personnel of Licensee as required to operate the Skyward Products, provided that Licensee includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

3.3.2 Filming. Licensee may film or record one or more training or support sessions performed by Skyward personnel, with the prior written consent of Skyward. In the event Skyward grants such written consent, Licensee agrees that Licensee, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Licensee will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

3.3.3 Back-Up Copies. Licensee may make copies of the Skyward Products and Materials for back-up use only. Such back-up copies are for use by the Licensee only and the sole purpose and intent of such back-up copies are to allow the Licensee to have a back-up of the Skyward Products and Materials licensed to Licensee by Skyward. All copies made for back-up purposes in accordance with this Section must be labeled as such and must contain all Skyward notices of ownership and proprietary rights thereto.

3.4 Audit Rights. During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Licensee, Skyward may audit Licensee's database and/or computing devices to determine Licensee's compliance with this Agreement and payment of all applicable license fees due Skyward, if any, for the Skyward Products. If such audit reveals that Licensee knowingly underpaid the license fees due Skyward under the terms of this Agreement, then Licensee shall promptly pay to Skyward any such unpaid amounts.

4.0 Indemnification and Source Code Escrow.

4.1 Ownership. Skyward warrants and represents that it has full right, power and authority to license the Skyward Products and Materials to Licensee subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Licensee harmless from any and all claims, liabilities, or actions brought by any third party against Licensee for infringement of Licensee's right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

4.2 Infringement Claim. Notwithstanding the express limitation of liability contained in Section 5.2 below, at Skyward sole expense, Skyward shall defend and hold harmless Licensee from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Licensee must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Licensee's ability to exercise the rights granted in this Agreement, unless Licensee consents thereto.

4.3 Remedy. Licensee agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Licensee shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Licensee the right to continue to use the Skyward Products and/or Materials; or (b) replace the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

4.4 Source Code Escrow. If requested by Licensee, Skyward will add Licensee as a beneficiary of Skyward's escrow services agreement with Iron Mountain Intellectual Property Management, Inc., at Licensee's sole expense. The beneficiary enrollment form for Licensee will contain the following release conditions: (a) if Skyward discontinues support for the then current version of the Skyward Products; (b) if Skyward executes an assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; or (c) upon the occurrence of any other release condition specified in the escrow agreement between Skyward and Iron Mountain Intellectual Property Management, Inc. In the event the source code is released to Licensee, such source code shall continue to be subject to the terms, conditions, and restrictions contained in this Agreement and Licensee's rights to use such source code shall be the same as Licensee's rights to use the Skyward Products under the terms of this Agreement.

5.0 Limited Warranty and Limitation of Liability.

5.1 Limited Warranty. Skyward warrants to Licensee that the Skyward Products, when used in accordance with the user documentation furnished by Skyward, will be free of defects in materials and workmanship and will perform, in all material respects, substantially in accordance with Skyward's current published specifications. Except for the foregoing, no warranties, express or implied, are provided by Skyward. This limited warranty extends only to Licensee as the original licensee. Licensee's sole and exclusive remedy and the entire liability of Skyward under this limited warranty will be, at Skyward's option, repair or replacement of the Skyward Products. In no event does Skyward warrant that the Skyward Products will be error free or that Licensee will be able to operate the Skyward Products without temporary problems or interruptions. This limited warranty does not apply if Licensee has failed to pay the Initial Fees and Annual Fees due under the terms of this Agreement or if the Skyward Product: (i) is in the form of a back-up copy created by Licensee in accordance with the terms of this Agreement, (ii) has been altered in any way, except by Skyward, (iii) has not been installed, operated, repaired, or maintained in accordance with instructions and specifications supplied by Skyward, or (iv) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

5.2 Limitation of Liability. The liability of Skyward to Licensee for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Licensee by any other party unless Licensee has properly notified Skyward as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands. The Licensee further agrees that unless Licensee has purchased disaster recovery services from Skyward, Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inputted by Licensee.

6.0 Term and Termination.

6.1 Term. The term of this Agreement shall commence on the installation date identified in the Proposal and shall continue until terminated as provided herein.

6.2 Termination by Licensee.

6.2.1 Voluntary Termination. Licensee may terminate this Agreement by providing Skyward with not less than one hundred twenty (120) days advance written notice. Provided however, Licensee acknowledges that all Annual Fees are non-refundable and will not be prorated or refunded to Licensee in the event Licensee terminates this Agreement under this Section 6.2.1.

6.2.2 Termination Upon Skyward Default. Licensee may terminate this Agreement in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Licensee.

6.2.3 Termination Upon Nonappropriation. Skyward acknowledges that this Agreement is a commitment of Licensee's current revenues and that payment obligations of Licensee created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Licensee's governing board, then this Agreement may be terminated by Licensee at the end of the fiscal period for which funds are appropriated and allocated. Licensee shall provide Skyward with prompt written notice of any such non-appropriation event.

6.3 Termination by Skyward. The occurrence of any one or more of the following shall be deemed an "Licensee Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Licensee fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay the Annual Fees or any other amounts when due under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Licensee Default, Skyward shall have the right to immediately terminate this Agreement.

6.4 Effect of Termination. In the event of the termination of this Agreement for any reason, Skyward: (a) shall have no further obligation to provide Licensee with upgrades, patches, new releases, or any other Skyward Services with respect to the Skyward Products for which payment has not been made; and (b) may limit Licensee's access to the Skyward Products for which payment has not been made to a read only version allowing Licensee to view its data and run reports only for a period of not more than twelve (12) months thereafter.

6.5 Injunctive Relief. In the event of a Licensee Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Licensee from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Licensee further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

7.0 Professional Services.

7.1 Software Support. So long as Licensee continues to pay the Annual Fees, Skyward will provide Licensee with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

7.2 Professional Services. In the event Licensee requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Licensee shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

7.3 Collection of Technical Data. Licensee agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Licensee's use of the Skyward Products, that is gathered periodically to monitor the health of Licensee's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Licensee related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Licensee's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Licensee's data.

7.4 Non-Solicitation. The parties agree that their respective employees are a valuable asset to their respective organizations and are difficult to replace. Accordingly, beginning on the Effective Date and continuing for a period of one (1) calendar year thereafter, neither party shall solicit, whether directly or indirectly, the employment of any of the other party's employees without the prior written consent of the other party. If a party violates this Section 7.4, the parties agree that the violating party shall pay to the other party the sum of Fifty Thousand Dollars (\$50,000.00) for each violation, not to exceed a total sum of One Hundred Thousand Dollars (\$100,000.00) as liquidated damages. The parties further agree that precise monetary damages for a party's violation of this Section 7.4 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by the other party.

8.0 Interpretation and Construction.

8.1 Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire

understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

8.2 Assignment. Neither party may, voluntarily or involuntarily, sublicense, sell, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any attempted assignment or delegation without Skyward’s prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of the Skyward’s capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

8.3 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

8.4 Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

8.5 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

8.6 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

8.7 Survival. The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

8.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of Skyward and Licensee, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

LICENSEE:

By: _____
Name: Raymond
Title: Chief Ma
Date: _____

This draft contract is provided for informational purposes only.

Only a contract officially signed by Skyward will be valid to complete the sale.

SCHEDULE A
SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE
STANDARD TERMS AND CONDITIONS

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Licensee. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software License Agreement between the parties.

1. Support and Maintenance. So long as Licensee continues to pay the Annual Fees, Skyward will: (i) provide Licensee with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein; and (ii) provide Licensee with all updates and new releases generally available to its licensees who have purchased the Skyward Products and have paid the Annual Fees (the “Support Services”). Licensee’s use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software License Agreement between Skyward and Licensee.

2. Service Hours. Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Licensee’s offices are closed in observance of holidays observed by Skyward.

3. Support and IT Contacts. Licensee shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the “Support and IT Contacts”). Licensee understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Licensee includes both the Skyward Student Suite and the Skyward Business Suite, Licensee may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Licensee. Licensee shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Licensee further agrees to provide Skyward written notice of any changes to Licensee’s authorized contacts.

Subscriber Student Enrollment	Permitted Number of Support Contacts	Permitted Number of IT Contacts	Additional support contact(s) for Food Service or Special Education
0-5,000	2	1	1
5,001 – 10,000	3	2	1
10,001 – 20,000	4	3	2
20,001+	5	4	2

4. Exclusions. The Support Services to be provided by Skyward to Licensee hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.

5. Rights of Skyward. Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward’s right to perform similar services for any other party or to assign any employees or subcontracts to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

6. Limited Warranty. Skyward warrants to Licensee that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Licensee notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

7. Limitation of Liability. IN NO EVENT WILL SKYWARD BE LIABLE TO LICENSEE OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDEIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD’S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.

8. Confidentiality. All personally identifiable information and data relating to Licensee’s students and/or employees used by Licensee in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

SCHEDULE B
SKYWARD® PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

These Skyward® Professional Services Standard Terms and Conditions (these “Standard Terms and Conditions”) shall apply to all Professional Services (as defined herein) provided by Skyward to Licensee. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software License Agreement between the parties.

1.0 Professional Services and Training.

1.1 Professional Services. Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Licensee (the “Professional Services”). Skyward shall assign a project manager and Skyward and Licensee shall agree on a training calendar and implementation schedule associated with Licensee’s purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Licensee contemplates the creation of object code, such object code shall be referred to herein as a “Deliverable.”

1.2 On-Site Training. The cost of all on-site training described in the Proposal is based on Licensee having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Licensee will be charged an additional \$200.00 for each additional attendee.

1.3 Web Enabled Training. The cost of all web enabled training described in the Proposal is based on Licensee having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hour in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Licensee will be charged an additional \$200.00 for each additional attendee.

1.4 Cancellation or Expiration. Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance for Web Enabled Training and minimum of ten (10) days in advance for On-Site Training. If the scheduled training day is cancelled by Licensee after the minimum advanced notice to Skyward, then Licensee will be responsible for the full amount of the scheduled training and any airline change fees (if applicable). All training days described in the Proposal may be utilized by Licensee 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 Licensee within the time provided will expire and are non-refundable.

2.0 Licensee’s Responsibilities.

2.1 Licensee’s Facilities. Licensee will make available in a timely manner for Skyward’s use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Licensee will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Licensee computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Licensee. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Licensee is currently utilizing a network installed by a third party, Licensee agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

2.2 Licensee’s Obligations. Licensee acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Licensee as contemplated by the parties under this Agreement including, without limitation, those activities designated to Licensee in Section 2.1 above (a “Licensee Obligation”). Licensee will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Licensee’s failure or inability to perform a Licensee Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Licensee’s failure or inability to perform a Licensee Obligation; (b) any delay due to Licensee’s request for changes; (c) any delay due to a third party’s act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Licensee’s action(s) or omission(s). No such delay will relieve or suspend Licensee’s obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Licensee will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Licensee.

3.0 Fees and Payment. Licensee shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Licensee hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward’s then current rates and fees for such services. Licensee shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in accordance with Skyward’s then current business expense policy. Unless otherwise stated, Licensee shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

4.0 Licensee Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Licensee’s students and/or employees used by Licensee in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will

not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

4.2 Family Educational Rights and Privacy Act. The parties expect and anticipate that Skyward may receive education records from Licensee only as an incident of the Professional Services that Skyward provides to Licensee. In the event Licensee provides Personally Identifiable Information (“**PII**”) (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a “school official determined to have a legitimate educational interest” under 34 CFR 99.31(a)(1), as provided by Licensee’s policies and procedures. Skyward acknowledges that PII is the confidential information of Licensee and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Licensee any and all PII in Skyward’s possession.

4.3 Health Insurance Portability and Accountability Act. In the event that Licensee is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”). In addition to the terms and conditions contained herein, Skyward and Licensee may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

4.4 Indemnification. Skyward shall, at its sole cost and expense, defend and hold harmless Licensee from and against any and all claims, actions, and liabilities brought by any third party against Licensee as a result of the release of PII or other confidential information of Licensee to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Licensee must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

4.5 Open Database Connection. If requested by Licensee and agreed to by Skyward, Skyward may establish an open database connection (“**ODBC**”) between Skyward’s database and the database of Licensee. In the event such an ODBC is established by Skyward, Licensee will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Licensee will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Licensee agrees to hold Skyward harmless from any liability relating to Licensee’s insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Licensee shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Licensee’s data, (d) Licensee agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Licensee shall not allow any third party vendors, suppliers, or other individuals or entities associated with Licensee access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Licensee further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee’s failure to properly save or back up all data and information inputted by Licensee through the ODBC.

5.0 Proprietary Rights.

5.1 Rights of Skyward. Subject to Licensee’s rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward’s right to perform similar services for any other party or to assign any employees or subcontracts to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

5.2 Rights of Licensee. Subject to these Standard Terms and Conditions, Skyward grants Licensee a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Licensee’s internal use in conjunction with Licensee’s use of the Skyward Products as authorized by Skyward in writing and solely for so long as Licensee is authorized to use said Skyward Products.

5.3 Use Restrictions. Licensee shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Licensee shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Licensee’s attention, or which Licensee reasonably suspects. Licensee is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

5.4 Licensee Data. Subject to the terms and conditions of this Agreement, Licensee grants Skyward and its contractors and agents a limited, nontransferable, fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Licensee to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Licensee retains all right, title and interest in and to its data.

6.0 Limited Warranty and Limitation of Liability.

6.1 Limited Warranty. With respect to each Deliverable, Skyward warrants to Licensee that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Licensee, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Licensee will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Licensee the fees paid by Licensee associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Licensee's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

6.2 Limitation of Liability. The liability of Skyward to Licensee for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Licensee to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SKYWARD® SOFTWARE HOSTING SERVICES AGREEMENT

This Skyward® Software Hosting Services Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 (“Skyward”), _____, with offices at _____ (“Licensee”), and **Integrated Systems Corporation**, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 (“Host”). Skyward, Licensee and Host may be collectively referred to herein as the “parties” or individually as a “party.”

RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward and Licensee have entered into that certain Skyward Software License Agreement (the “License Agreement”) whereby Skyward granted Licensee a limited license to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Licensee entering into this Agreement to provide for the terms and conditions of Licensee’s access and use of the Skyward Products through Skyward’s authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

TERMS AND CONDITIONS

1.0 Hosting Services.

1.1 Description of Hosting Services. Host shall provide Licensee with remote access to a digital information processing, transmission and storage system on one or more servers located at Host’s facilities that will enable Licensee to access the Skyward Products over the Internet. Subject to Licensee’s compliance with the License Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Licensee, as described in this Section 1.1, shall be collectively referred to as the “Hosting Services.”

1.2 Use of Hosting Services. Licensee may access and use the Hosting Services only to the extent of authorizations acquired by Licensee from Skyward or Host. Licensee is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Licensee’s account credentials. Licensee acknowledges and agrees that its use of the Hosted Services is subject to Licensee’s compliance with the terms and conditions of the License Agreement, this Agreement, and any prohibited use policies of Host. Licensee may not use the Hosting Services to providing hosting or timesharing services to any third party or to provide any third party with access to the Skyward Products.

1.3 Obligations of Licensee. Licensee is solely responsible for information, data, and content of Licensee placed on Host’s servers by Licensee. Unless caused by their negligence or willful misconduct, Skyward and Host shall not be liable to Licensee for loss of its information, data, and content placed on Host’s servers as a result of the Hosting Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Licensee warrants and represents that information, data, and content placed on Host’s servers as a result of the Hosting Services: (a) is not offensive, defamatory, or obscene; (b) is not racially, ethically or otherwise objectionable; (c) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (d) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host’s server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties. A breach of any of the foregoing warranties by Licensee shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6.0 below.

2.0 Fees and Payment. Licensee shall pay the Annual Fees (as defined in the License Agreement) described in the Proposal (as defined in the License Agreement), and other reoccurring fees and amounts due in association with the Hosting Services (collectively the “Fees”), during the term of this Agreement. Licensee shall make payment of the Fees when due as provided in the Proposal or within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host’s net income) upon the Hosting Services, then Licensee agrees to pay the amount specified.

3.0 Reservation of Title.

3.1 Host Property. All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this

Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

3.2 Skyward Property. Licensee and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Licensee and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

4.0 Licensee Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Licensee's students and/or employees used by Licensee in conjunction with the Skyward Products shall at all times be treated as confidential by Host and will not be copied, used or disclosed by Host for any purpose. Host recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Host agrees to comply with said restrictions.

4.2 Family Educational Rights and Privacy Act. The parties expect and anticipate that Host may receive education records from Licensee only as an incident of the Hosting Services. In the event Licensee provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Host, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Licensee's policies and procedures. Host acknowledges that PII is the confidential information of Licensee and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Host agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under this Agreement, Host shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Host agrees to promptly return to Licensee any and all PII in Host's possession.

4.3 Health Insurance Portability and Accountability Act. The parties acknowledge that Host may receive data that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Host and Licensee may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

4.4 Indemnification. Host shall, at its sole cost and expense, defend and hold harmless Licensee and Skyward from and against any and all claims, actions, and liabilities brought by any third party against Licensee or Skyward as a result of the release of PII or other confidential information of Licensee or Skyward to the extent directly caused by the negligence or willful misconduct of Host or its employees. Provided however, to qualify for such defense, Licensee and Skyward must give Host prompt written notice of such claim and allow Host to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

4.5 Open Database Connection. If requested by Licensee and agreed to by Skyward, Skyward may utilize the Hosting Services to establish an open database connection ("ODBC") between Skyward's database and the database of Licensee. In the event such an ODBC is established by Skyward, Licensee will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Licensee will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Licensee agrees to hold Skyward harmless from any liability relating to Licensee's insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Licensee shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Licensee's data, (d) Licensee agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Licensee shall not allow any third party vendors, suppliers, or other individuals or entities associated with Licensee access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Licensee further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inputted by Licensee through the ODBC.

5.0 Security and Limited Warranty.

5.1 Server Security. Licensee acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host's servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Licensee arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Licensee or any employee or agent of Licensee. Licensee agrees that its use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Licensee acknowledges that Skyward is not responsible for the security of Host's servers and will not be responsible to maintain any back-up copies of the content on Host's servers. Notwithstanding anything in this Agreement to the contrary, Skyward and Host shall not be liable for any damages to Licensee caused by unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Skyward or Host. Licensee assumes all risk related to the processing of transactions related to electronic commerce.

5.2 Limited Warranty. Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, “Operational Hours” are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the “Normal User Hours” are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISC Corp observed holidays: New Year’s Day, Martin Luther King, Jr. Birthday, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 Licensee’s Remedies. In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Licensee’s sole and exclusive remedy shall be: (a) in the case of Hosting Services, refund or credit, at Licensee’s election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (i) negligence or other conduct of Licensee, its employees or agents, including a failure or malfunction resulting from applications or services provided by Licensee; (ii) failure or malfunction of any equipment or services not provided by Host; (iii) circumstances beyond the control of Host; or (iv) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Licensee. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

5.4 Limitation of Liability. The liability of Skyward and Host to Licensee for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Host with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD OR HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF SKYWARD OR HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward and Host shall not be held liable for any claims or demands brought against Licensee by any other party unless Licensee has properly notified Skyward and Host as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands.

6.0 Term and Termination. The term of this Agreement shall run concurrent with the term of the License Agreement. In the event the License Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such failure. In the event of the termination of this Agreement for any reason, all of Licensee’s rights and privileges under this Agreement, including but not limited to Licensee’s rights to access and use the Hosting Services shall be immediately terminated.

7.0 Interpretation and Construction.

7.1 Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

7.2 Assignment. No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward or Host’s capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

7.3 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

7.4 Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

7.5 Force Majeure. Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

7.6 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

7.7 Survival. Any provisions of this Agreement, including but not limited to Section 3.0, 5.4, this Section 7.7, which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

7.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

LICENSEE:

By: _____

Name: Raymor

Title: Chief M

Date: _____

This draft contract is provided for informational purposes only.

Only a contract officially signed by Skyward will be valid to complete the sale.

By: _____

Name: Jeff Zillner

Title: VP of Operations

Date: _____

Legal

Attachment D





APPENDIX D – LEGAL INFORMATION REQUESTED SKYWARD, INC.

- Please include a copy of your contracts and agreements, including but not limited to:
 - Software license agreements
 - Maintenance agreements
 - Standard Statement of Work (SOW)
 - Support agreements

Please refer to Tab 7. Cost, for copies of Skyward’s contracts and agreements.

- Please clearly identify any contract provisions that your organization considers “non-negotiable”.

Please refer to Tab 9. Additional Information for Deviations and Exceptions.

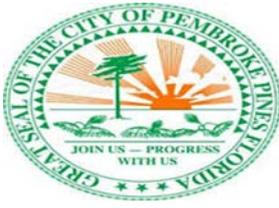
- Please identify your organization’s contact in your Legal department in order to facilitate efficient and direct communications.

Kevin McFerrin
Chief Business Development Officer
1-800-236-7274 ext.1324
Kevin@skyward.com

- Please provide answers to the following questions:

Licensing terms:

1. How is the product licensed? Per operating system, active users, enterprise?
Skyward provides a district license that identifies which modules the district has purchased. An unlimited number of users can access these purchased modules based on security granted by the district.
2. Any open source software? Identified? N/A
3. Any third-party software? How supported & updated?
Skyward’s SCC hosting services is the most complete and affordable solution for educational leaders who want to accomplish more with fewer resources. This solution is offered in conjunction with ISCorp, Skyward’s exclusive service partner for hosted solutions and a leading provider of on-demand applications and data processing solutions. In teaming up with ISCorp, Skyward takes over responsibility for running your system by hosting your database on a secure, internet-accessible data warehouse at reasonable cost per student.
4. What features, and functionality are covered in the documentation with the software?
 - Context-sensitive. The user will be presented with documentation specific to the active module.
 - Keyword and full text search capabilities.
 - Web-based. The documentation updates are immediately available to end users without any effort on the part of the district technology staff.



5. What if vendor bundles or unbundles underlying software with new product(s) having similar functionalities?

Skyward as a policy never removes modules when developing new releases of our solution. Once a school purchases functionality that is theirs to use for the duration of the contract.

Professional Service Agreement (PSA) for configuration/migration/installation:

The Professional Service Agreement questions are non-applicable to Skyward.

6. Is the PSA part of an integrated agreement with the software vendor? Or with approved contractors? Or both?
7. If you require the use of approved contractors for services covered by a PSA, please provide a list.
8. If a PSA is with an approved contractor only, how do you warranty the service work?
9. Do you do background checks on contractor's personnel?
10. Do you or contractors perform any service work offshore?
11. What insurance requirements are there for approved contractors?

Acceptance:

12. What is the time frame for acceptance testing?

Acceptance testing will be done during the consulting and data verification stages. This will typically take about two weeks depending on the client's criteria for testing.

13. Process for remediating non-conformance identified in testing?

If anything is in non-conformance with State/Federal reporting a fix will be programmed. If the item is deemed necessary by the client; however, if it is not required for State/Federal reporting a Product Requirements Document (PRD) will need to be filled out and Skyward will give a cost estimate as well as the timeframe for completion.



Representations & Warranty:

14. What is the term of the initial warranty period? When does it commence (upon acceptance or installation)?

Skyward's standard warranty is 90 days from the date of installation, per module. Any additional length of time would need to be negotiated with the contract.

15. Identify any contingencies or conditions specific to your willingness to warranty the functional performance requirements identified in Exhibit A.

If during the acceptance test/Warranty period if any functionality that is documented not to be performing per Skyward documentation or RFP responses, Skyward would be willing to negotiate financial hold backs.

16. Please identify your warranty of:

- a. Ownership and right to license
- b. Performance
- c. Documentation
- d. Compatibility and Scalability
- e. Interface with existing systems identified in Exhibit A
- f. Data integrity

Warranty information is clearly defined in the Skyward Software Licensing Agreement that is attached. Please note item b. - performance, there is no warranty on performance due to Skyward not having control of internet bandwidth, security software, etc. Item e. - interfaces, Skyward warrants that all interfaces that are responded with affirmative response will provide transfer of data similar in fashion as other Skyward districts using the same interface.

17. Are there any "pass through" warranties from third party software?

If the school opts to go with Skyward's hosted option, our exclusive hosting partner offers warranties that will be included in the contract.

18. What are the remedies for a breach of warranty of performance during the initial warranty period?

Skyward requests a 30-day period to cure any defaults. Should the district procure services from other sources, Skyward will not assume responsibility for the costs of such services.

19. What are the remedies for a breach of the warranty of ownership and right to license (a/k/a IP remedy)?

For breaches of ownership, right to license, IP remedy- Skyward will provide 100% of all payments made by the school to Skyward in the preceding 3 years.



Maintenance and Service Level Agreement

20. What is the minimum term that Maintenance will be available for the requested product?

Maintenance is licensed each fiscal year. Longer term agreements up to 3 years can be negotiated.

21. What is the minimum notice for an end of service date?

We require that all districts stay within 3 months of our current release as for support purposes we can't support older versions. All updates are included in the paid maintenance contracts.

22. Please define the Service Level Agreement applicable to availability of system.

Any vendor can make promises during the RFP process, however Skyward is willing to take that a step further by standing by its commitment. We will agree to the following defined and measurable service levels. This SLA can be negotiated with the contract as required by the City of Pembroke Pines:

- **99.5% APPLICATION AVAILABILITY**

In the hosted environment, we will guarantee this availability except for maintenance windows, scheduled outages, and otherwise excusable downtime.

- **GUARANTEED SUPPORT RESPONSE TIME***

Severity Category	Criteria & Conditions of Incident
Severity 1**	<ul style="list-style-type: none"> • The system, component, or application is down and unusable; • Critical deliverables and schedules will be impacted; • The result is a negative customer-wide impact to activities; and • No alternative or bypass is available.
Severity 2	<ul style="list-style-type: none"> • The system, component, or application is down or unusable; • Critical deliverables and schedules will be impacted; • The result is a negative customer-wide impact to activities; and • An alternative or bypass is available.
Severity 3	<ul style="list-style-type: none"> • The system, component, or application is degraded or difficult to use; • There is no critical customer-wide impact to activities; and • An alternative or bypass is available.
Severity 4	<ul style="list-style-type: none"> • The system, component, or application is usable but causes some loss of capability; • There is no critical customer-wide impact to activities; and



	<ul style="list-style-type: none"> Deferred maintenance is acceptable.
--	---

***The Skyward support team will work on Severity 1 problems until they are resolved or an acceptable work-around is identified.*

23. What remedies for breach of SLA including extending term of maintenance?
 Skyward would require a 10-day cure period to evaluate any breaches by both parties.

24. What is the effect of termination of maintenance services? Are there reinstatement rights?
 If the district elects to terminate the maintenance services, the district would also discontinue access to the hosting portion of the contract thus eliminating use of the system. Reinstatement rights are available if the entire annual license (maintenance) fees are caught up from the time of termination to reinstatement date.

Security and Data

25. What data security program is offered? ISO or other certifications? Data breach notification? Indemnification?
 Please refer to page 6 of the system configuration attachment.

26. If a network connection is established by vendor between any computing environments, how is the security of that connection managed?
 If desired a Virtual Private Network can be established between the customer and the data center to secure and encrypt direct database access. When a VPN is used it the responsibility of the School District to provide and maintain their end of the VPN connection.

27. What is your disaster recovery plan?
 Secure Cloud Computing (SCC) Hosting customers are hosted in multiple geographically diverse Tier 3 Data Centers with N + 1 redundancy. The SCC Hosted solution has built in Disaster Recovery that is tested on an annual basis.

Insurance

28. What are limits of your professional liability, CGL (including products/completed operations coverage), and network security and privacy liability coverage?
 \$1,000,000 General liability and \$10,000,000 umbrella. Technology liability \$20,000,000.



Termination

29. Right to approve successor in the event of a change of control?

Skyward agrees.

30. Right to terminate for cause?

Skyward agrees with 10 business day cure period for a significant disruption in day to day processing. Skywards maximum liability would be all payments made by the school to the vendor in the preceding 365 days.

31. Right to transition services and data?

Skyward has many tools to extract data independently of Skyward involvement. However, if the school needs assistance in the transition then normal Skyward professional services fees would apply.

Additional Information

Deviations and Exceptions

The following Statement of Deviations has been completed by Skyward, Inc. (“Skyward”) regarding the City of Pembroke Pines RFP #TS-17-04-B (“the RFP”). The purpose of this statement is to provide details of deviations, comments, or suggestions relating to Skyward’s response to the RFP. Should Skyward be selected as a finalist, the items listed below and any other material differences between the Skyward Standard Software Agreement and the RFP will be negotiated by the parties.

Section/Paragraph Referenced in the RFP	Deviation/Comment/Suggestion
<p>Page 13, Section 1 – Instructions; Subsection 1.9 Assumptions and Agreements #14.</p>	<p>Skyward will not warrant for two years.</p>
<p>Pages 15-18, Section 2 - Insurance Requirements</p>	<p>The proposed language is very broad. Please see Skyward SLA Indemnity section for alternative language.</p> <p>Additional Named Insured - Skyward's policy automatically includes customers if required by contract. A separate endorsement can be requested if necessary at the District's expense.</p> <p>Waiver of Subrogation - Skyward's General Liability policy includes a blanket endorsement for waiver of subrogation. Each additional policy will not have this waiver.</p> <p>Cancellation Notice - Skyward will follow the cancellation terms of the existing policy.</p> <p>Certificate of Insurance - Skyward will provide a certificate of insurance to the district as the selected vendor upon request.</p> <p>Cyber Liability - The policyholder's cyber insurance policy may address all the requirements in some manner. Please note that there is no set of definition standards in cyber policies. Moreover, some terms that appear in different carriers' cyber policies refer to completely different coverages and intent.</p> <p>Skyward will agree to indemnify the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from: (i) any claim or action brought by any third-party against the City claiming that any portion of the Skyward Products infringe on any third-party intellectual property right; (ii) Skyward’s gross negligence, willful misconduct or violation of law; or (iii) the release of personally identifiable information or other confidential information of the City to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. All other claims or liabilities arising out of or related in any way to Skyward’s performance under its agreement with the City shall be subject to the limitation of liability described in Skyward Standard Software License Agreement.</p>



CITY OF PEMBROKE PINES - TS-17-04-B

<p>Page 23, Section 3 – General Terms & Conditions; Subsection 3.26 Indemnification</p>	<p>Vendors maximum liability will be all payments made by the customer to the vendor in the preceding 365 days.</p>
<p>Page 23-24, Section 3 - General Terms & Conditions; Subsection 3.27 Default Provision</p>	<p>The customer will provide a 10-business day cure period in which the vendor will have right to alleviate, fix, or provide a reasonable workaround for an issue that causes customer significant harm or delay with the solution. Vendors maximum liability will be payments made by the customer to the vendor in the preceding 365 days.</p>
<p>Page 23-24, Section 3 - General Terms & Conditions; Subsection 3.28 Acceptance of Material</p>	<p>The customer will have 5 days to accept all material provided to the customer.</p>
<p>Standard Agreement</p>	<p>Skyward will require its Standard Licensing Agreement be executed. If variations exist between your terms and our Agreement, a review by our legal staff may be required. A sample Agreement can be found immediately following this section. Please note that Skyward is willing to negotiate regarding the final Licensing Agreement should we become a finalist in your evaluation process.</p>
<p>Terms and Conditions</p>	<p>Skyward will require our Terms & Conditions form to be executed. A copy of this document can be found within your Cost Proposal. Discrepancies may exist between the RFP and our standard T&C. Please note that Skyward is willing to negotiate regarding the final agreed-upon Terms & Conditions.</p>
<p>Hardware Specifications</p>	<p>Skyward has included hardware recommendations. These recommendations are only preliminary, as we may need to adjust them after our technicians have spent more time analyzing the District's needs.</p>
<p>Sample Implementation Plan</p>	<p>Skyward has provided a sample implementation plan for your review. This plan is an estimate based on the limited data disclosed in the RFP. Upon being selected as a finalist, Skyward will work with the district to develop a detailed project plan that meets the expectations from the RFP as well as key district stakeholders.</p>



WWW.SKYWARD.COM | 800.236.7274

Supplier: **Skyward, Inc.**

Appendix A – Vendor Questionnaire Functional Questions

Skyward, Inc.

Upon review of the RFQ responses to the requirements we are asking the vendors to provide additional information and clarification to the following questions.

In the solution proposed please answer the following:

1. Clearly define all 3rd party/bolt on products in your response by name/software/company and explain the relationship.
 - a. Have you used this 3rd party before?
 - b. Describe the integration process.
 - c. Who is responsible for customization and customer service of the 3rd party bolt on?

N/A

2. Does the ERP system allow for different rules/calculations/etc. based on what collective bargaining agreement an employee is under (as well as different rules based on date of hire for members of the same union)?
 - a. How does the ERP system allow for retirees to be included in the data base?

Skyward looks forward to the opportunity to work with the City of Pembroke Pines and is solely providing an innovative Student Information System solution.

3. We understand that each vendor had a few items that were “Not Supported” in their proposal. We would like more detail on those items from the vendor. Why is the requirement not supported? We want to make sure they understand the requirement, (what we are asking for) and what they mean by not supported.

#923-#925 Skyward does not have a fleet management system. We can track bus routes that students ride on and bus drivers, etc., but not maintenance or mapping. We can report ridership in terms of state reporting requirements but nothing further. Skyward would need further clarification on what is meant by "Metric" collection.

#936 Skyward does not have the ability to take lottery registrations.

#937 Skyward does have online registration, but not tied into a lottery system.

#938 Skyward can't do this.

#939 Skyward can't do this.

#940 Skyward can't do this tied to parents and a wait list or lottery wait list, but does have notifications that can go out if an online registration application is approved. This can go to parents and or staff internally but not tied to any automated admission.

4. We would like the SIS companies to explain their position and how they expect to incorporate with another ERP software since they do not offer any of the other requirements.

Skyward's Student Management System allows for data to be extracted in a number of different formats including delimited files which can be imported into an ERP system. These extracts can be scheduled and exported to a network location.

5. We would like the vendors to tell us how much time they typically need to provide the evaluation committee an appropriate overview of their product.

Skyward would prefer to do an initial 1-2 hour overview and then a deeper explanation of topics if requested at a later time. Depending on requirements set by the district for demonstrations for example, scripted vs non-scripted, factors into time required.

6. If you're utilizing a 3rd party bolt on for SIS solution, which vendor would you propose?
- a. Explain your experience and relationship with vendor.

N/A

Supplier: **Skyward, Inc.**



P A N O R A M A
CONSULTING SOLUTIONS

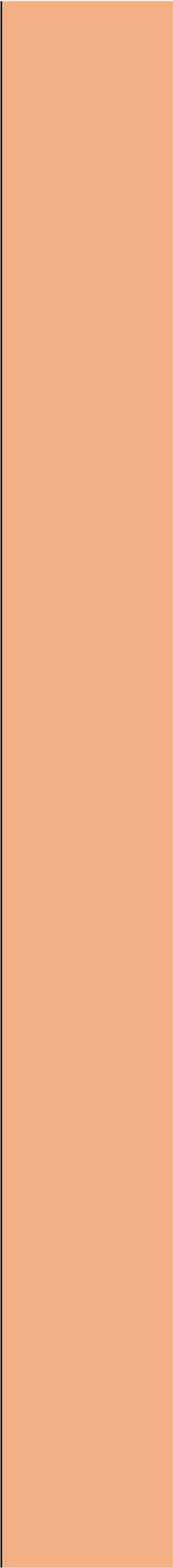
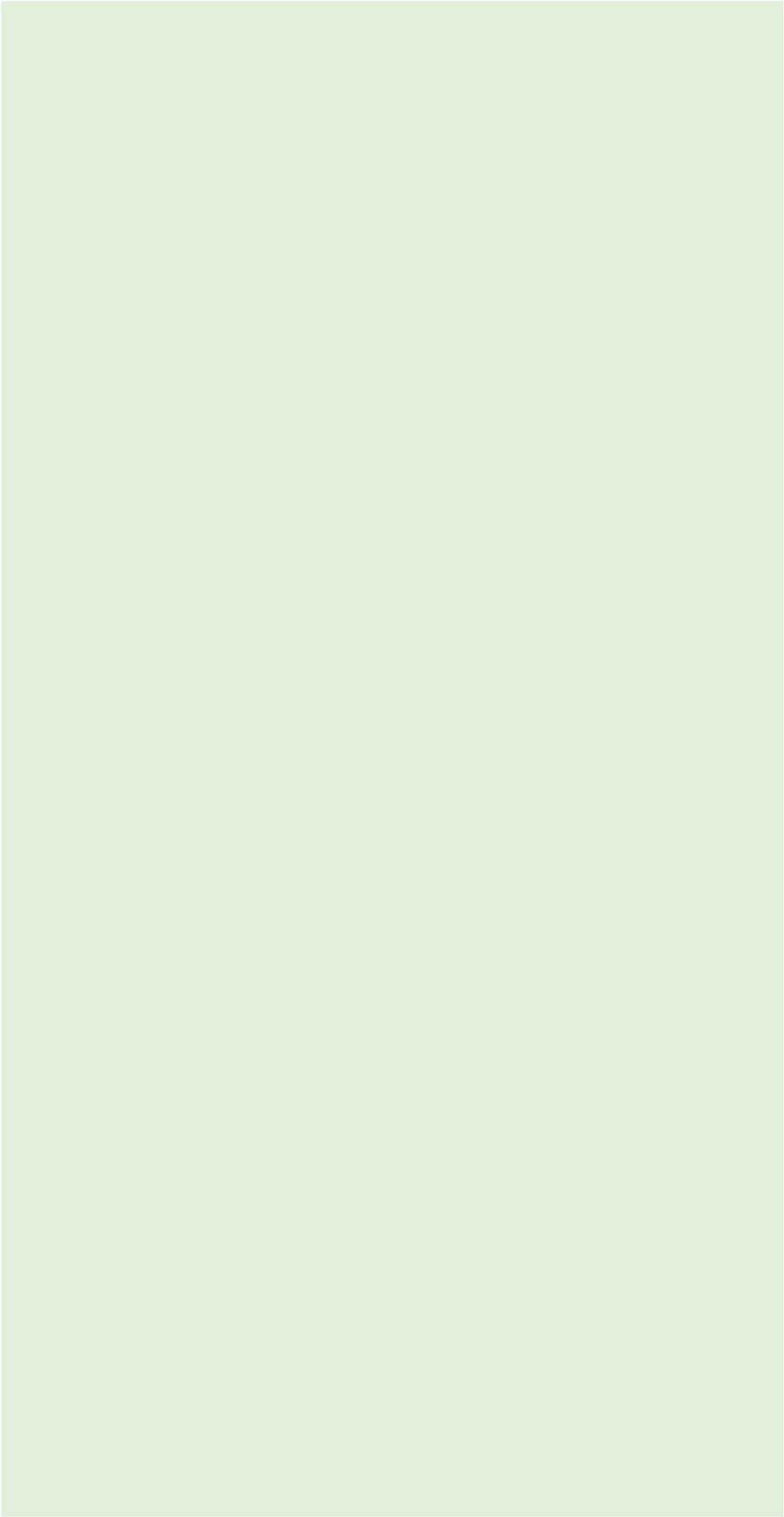
Vendor Technical Fit Assessment: <VENDOR NAME>		Date:
Technical Area	Description of Capacity	
Network Infrastructure		
1 Network Protocols and Remote Access; Interoperability		
<p>Please provide an overview of the product capacity in terms of network protocols. Information here includes overview of LAN, WAN, Data Center and Network Services.</p>	Notes ==>	<p>Skyward uses an N-tier server design that utilizes standard TCP/IP to communicate between servers and clients. We support multiple network designs including DMZ web servers for external access. For details please review pages 4-10 of the system configuration attachment. The system configuration is located on page 5-2 of Skyward's electronic response.</p>
2 Authentication		
<p>Please describe how authentication is managed by the product. Authentication is how authorized users are allowed in and unauthorized users are kept out of the system. Industry standards include: SSL, LDAP, Active Directory, Single Sign-on.</p>	Notes ==>	<p>The system encrypts all data using SSL and the latest TLS 1.2. Users must login using their login name and password, the system can also authenticate to external LDAP servers or using SSO with Federated Services. For details please review page 16 of the system configuration attachment. The system configuration is located on page 5-2 of Skyward's electronic response.</p>
3 Server Hardware and OS		
<p>Please describe server hardware and operating system options. Server types include IBM iSeries (AS/400), Intel, AMD, HP x86, HP RISC, Dell x86, other. Server deployments include physical servers and virtual servers. Virtual server technologies include VMWare and Microsoft Hyper-V. Server Operating Systems (OS) include Windows and Linux</p>	Notes ==>	<p>Skyward supports all Tier 1 Hardware vendors on x64 Intel/AMD hardware. We support virtual Windows servers running on VMWare or Hyper-V. For details please review pages 7-10 of the system configuration attachment. The system configuration is located on page 5-2 of Skyward's electronic response.</p>
4 Storage Sizing and Requirements		
<p>Please provide an overview of typical storage needs for the product based on a given baseline. Configurations include server-attached storage and SAN's (Storage Area Networks). Storage requirements are often a function of transaction volumes and archiving policies as well as numbers of instances and users, but please provide some bench marks as a starting point.</p>	Notes ==>	<p>Storage requirements for the database are 250 GB RAID 1/10 or better on SAS or SSD hard drives. Storage can be local, or SAN attached. Using a baseline customer of 1,000 employees during an average usage day we averaged 500 IO/Sec and a bandwidth usage of 8Mbytes/Sec. The</p>

		<p>Skyward Database server will be about 75% read and 25% write. We also noted that the largest peaks of IO are during an online backup of the Skyward Databases. These statistics were taken from the fiber channel SAN hosting the database on SAS 15k RPM hard drives in a RAID 1 mirror (2 Drives). In the VMware vSphere vCenter management console we measured the Database Activity using the average Disk Usage, Read Rate, and Write Rate performance counters. The highest readings in vCenter were also recorded during the online backup at 18,562 Kbytes writes per second and 13,808 Kbytes reads per seconds. The average Kbytes per second during normal usage day was 500 Kbytes per second (75% read / 25% write).</p>
<p>5 System Administration and Availability</p>		
<p>Please provide a brief overview of the administration needs and options for the product. Relevant issues include: backups; backup methods, disaster recovery, upgrades, service packs, fixes; code layers; physical servers, virtual servers; Support for 8x5, 24x7 or other scheduled timeframe for system availability.</p>	<p>Notes ==></p>	<p>For Cloud hosted customers all system admin, High Availability, Application updates, and Disaster Recovery are included. For on premises customers Skyward will setup the servers and database maintenance tasks and train the IT staff on system admin tasks, including backups and restores and application updates. Cloud Hosted customers include 24 x 7 x 365 system support. On premises customers include 7:00 A.M.-5:00 P.M. CST Monday-Friday system support.</p>
<p>6 System Performance</p>		
<p>Please describe an overview of performance considerations that may be applicable to the product including topics such as response times for data searches, data queries; transaction commits, reports should all be good. Bottlenecks may include processor power, memory; communication channels; network speeds; gateway and router bottlenecks; remote connectivity issues; security issues; application logic; page file or virtual memory settings. Performance can be influenced by issues throughout the full technology stack which includes: Applications, Middleware, Database, Operating System, Virtual Machine, Servers, Storage</p>	<p>Notes ==></p>	<p>System performance for on-premise solutions is largely dependent on the performance of the customer hardware and storage. Skyward will work with the customers on the hardware specifications to ensure they meet performance guidelines.</p>
<p>7 Cloud Hosting and Services</p>		
<p>Please describe the options available in terms of hosting strategies. Topics to cover may include remote servers, managed services, single-tenant or multi-tenant SAAS; cloud services integrated with traditional, on premise systems.</p> <p>Additionally, please describe how the product may function in a situation where field office locations have poor connectivity or periods of connectivity blackout.</p>	<p>Notes ==></p>	<p>ISCorp is Skyward's exclusive hosting partner, please review pages 3-6 for details of the hosted solution. Poor connectivity or periods of connectivity</p>

		<p>blackout would affect performance and user's ability to connect to a cloud hosted solution. A redundant/backup internet connection is recommended to reduce this risk.</p>
<p>Solution Architecture</p>		
<p>8 Software Architecture</p>		
<p>Please provide an overview of the product architecture. Topics to consider include technology stack layers, # of tiers, runtime stack, SDK, development tools, middleware, development frameworks, procedural languages, server OS, databases, server types, scalability strategies.</p>	<p>Notes ==></p>	<p>Please review pages 7-15 of the system configuration attachment for details of the product architecture. The system configuration is located on page 5-2 of Skyward's electronic response.</p>
<p>9 Supported Databases</p>		
<p>Please describe databases supported. Supported database types may include: SQL Server (2005, 2008); Oracle, MySQL, DB2, Postgres, Other; Important database attributes may include Integration Services, Reporting Services, Analysis Services</p>	<p>Notes ==></p>	<p>Skyward uses the Progress OpenEdge Enterprise database. Please review pages 11 & 12 of the system configuration for details of the Open Edge Database. The system configuration is located on page 5-2 of Skyward's electronic response.</p>
<p>10 Development, Configuration and Customization Environments</p>		
<p>Relevant terminology includes: Personalization, Customization, Configuration, Code Layers, UDFs, UDTs, User Exits, SDK, Protection from upgrades, Upgrade Maintenance, Form Customization, Reports Customization, Search Customization, Data Validation, Alerts, Gap Analysis, Data Dictionary</p>	<p>Notes ==></p>	<p>We are focused on empowering school district success with our award-winning product and services. To sustain this commitment a process to continually monitor emerging trends in the industry along with maintaining a synergistic relationship with our customers is crucial to ensure our customers' needs are met now and in the future. Skyward's Product Management Group includes dedicated product managers for our product line based on product utilization within a school district environment. The role of the product manager is to guide the strategic direction of the product based on information gathered from customers, industry research, and contracted 3rd party research and consulting services. Product managers work directly with development teams, utilizing agile development methodologies to provide tactical direction of continuous product improvement to meet the needs of our customers.</p> <p>Every user of</p>

		<p>Skyward's Student Management System has the capability to submit a Request for Enhancement. This suggestion can be anything the customer feels would be of value in terms of making the software more efficient. Customers are asked to provide a key summary of their suggestion, along with information that defines the value of the proposed enhancement.</p>
<p>11 Client Types including Web Interfaces and Portals</p>		
<p>Please describe client types applicable to the product. Relevant attributes include: Thick, Thin, Browser Based, Citrix, Terminal Services, Authentication: Netbooks, iPads, Smartphones (iPhone, Android, Blackberry, Windows Mobile), Macintosh, Browser Add-On's, if any. Data Collections devices may include: MES (Manufacturing Execution Systems); Bar Code Readers, Scales, RFID, Intermec, Symbol, WinWedge, Touch Screens, RF Handhelds.</p>	<p>Notes ==></p>	<p>Skyward has developed meaningful relationships with key business partners in order to add value to our product lineup providing interfaces with commonly used third party products. While these interfaces are not a requirement to successfully run or utilize Skyward technology, they can certainly add efficiencies if you are already using any of these products in your current business practices (additional costs may apply). You can use Skyward's powerful Skybuild ETL technology to schedule or manually invoke any of our dozens of canned imports/exports at your preference. The flexible technology design allows for custom scheduled exports and imports using thousand of fields within the database.</p>
<p>12 Workflow and Business Process Modeling Platform</p>		
<p>Please provide an overview of the product capabilities in terms of configuration of workflows. Workflow and Business Process Modeling Platform include methods for collaboration and communication.</p>	<p>Notes ==></p>	<p>Please refer to the system configuration attachment. The system configuration is located on page 5-2 of Skyward's electronic response.</p>
<p>13 Data Migration and Conversion</p>		
<p>Please provide a brief overview of tools and methods accompanying the product with regard to data migration. Data migration provisions include: Table Schemas, Migration Templates, Migration Programs, Test Scripts, Static, Transactional, History. Considerations include data object calls; API's, Web Services; Data Validation; Bridge file formats; Data conversion will vary for master setup data vs. transactional data.</p>	<p>Notes ==></p>	<p>Compared to other solutions on the market, Skyward is proud to offer full data conversion services. Which means you, the district, don't need to worry about converting any data. The last thing you need in a project this size is to get hung up trying to pull information over from your previous solution. We have been converting third-party data for more than 35 years and have converted over 200 different vendor</p>

		<p>systems. We currently have over 20 in-house data migration programmers with decades of experience moving new clients to Skyward's database.</p> <ul style="list-style-type: none"> • The migration is performed by Skyward, which means that your staff requires no additional training. • Data migration programs have been developed by Skyward with no assistance from third-party developers. This ensures that all data migrations are subject to unmatched quality control and review. • Before your final data migration, data will be verified, and you will receive specific clean-up recommendations to make the process run as smooth as possible. One last review will also be completed prior to posting it for final migration.
<p>14 Interfaces / System Integration</p>		
<p>Please provide an overview of the product capabilities in terms of interfaces and integration with other applications. Interface devices may include: .CSV,.XLS, XML, EDI, Connectors, APIs, Messaging; Web Services; Integration Hubs</p>	<p>Notes ==></p>	<p>Skyward has developed meaningful relationships with key business partners in order to add value to our product lineup providing interfaces with commonly used third party products. While these interfaces are not a requirement to successfully run or utilize Skyward technology, they can certainly add efficiencies if you are already using any of these products in your current business practices (additional costs may apply). You can use Skyward's powerful Skybuild ETL technology to schedule or manually invoke any of our dozens of canned imports/exports at your preference. The flexible technology design allows for custom scheduled exports and imports using thousand of fields within the database.</p>
<p>15 Security</p>		
<p>Please describe the features present with the product in terms of security. Features may include: User Accounts, Roles, Groups, Functions, Tasks, Screen/Field/Data Levels, Copy, Password Expiration, User-defined fields, user-defined tables; user, field level security, record level security; user authentication; process security</p>	<p>Notes ==></p>	<p>User account structure Each user has a security user record in the system that contains the users unique "User ID" and encrypted password. Note, the</p>



password is not stored on this record if the district is using LDAP to authenticate. In that case it is the network security system (i.e. Active directory) that stores and maintains the user password.

User account and profile maintenance

Typically, a single security administrator at a district is responsible for creating user accounts. There is district defined settings that control password format and other security requirements:

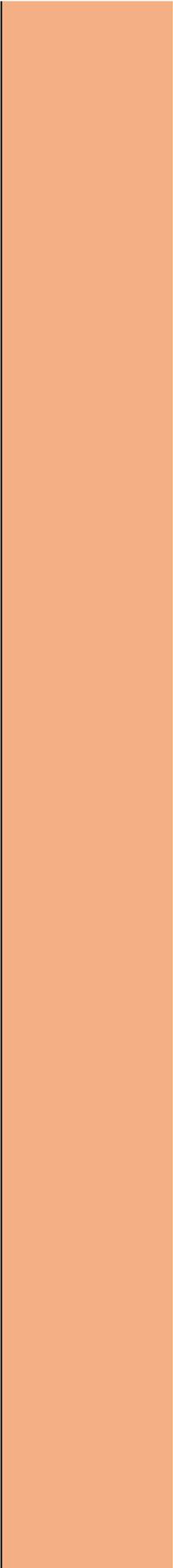
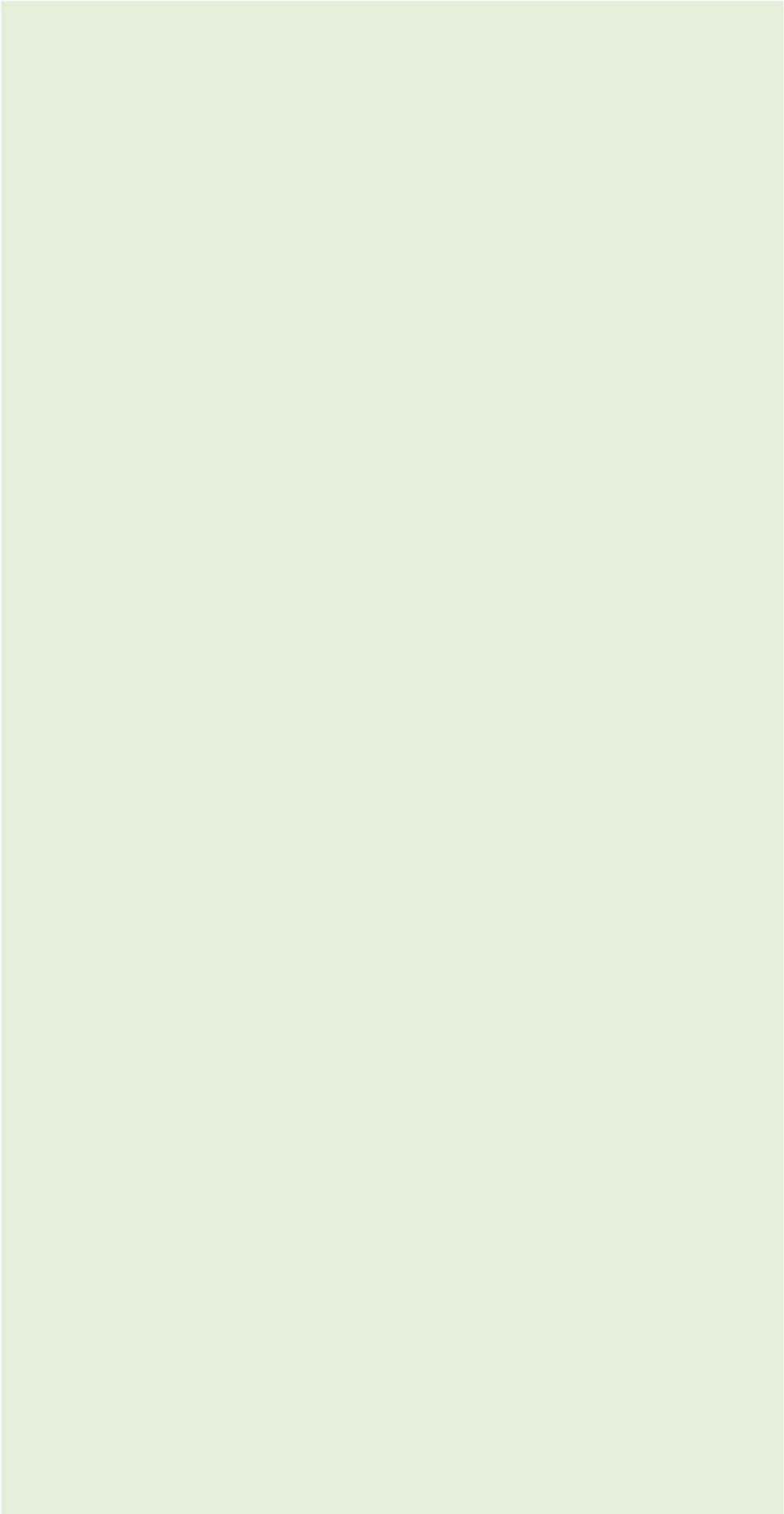
1. Minimum length of password
2. Required use of case, special characters, and numbers in password
3. When a password can be reused
4. How often a user must change passwords
5. How many failed logins attempts in a row are allowed before the account is locked
6. Security questions
7. Captcha options
 - a. Users can reset their own passwords if forgotten (if the user has a valid email address on file). This minimizes the amount of password resetting the administrator must do for users.
 - b. Single sign-on for all systems
 - c. Software supports LDAP interface to network security systems such as Active directory.

User group profile and maintenance
The district sets up security groups for each role in the district. A Security group may be called "Attendance Secretary" for example. A user can be assigned to one or more security groups.

User and group access security matrix
The security group consists of a list of menu options that a person performing a role would need to access. Within the security group each menu item is assigned an access

		<p>level. There are 5 Access levels:</p> <ul style="list-style-type: none"> • Inquiry only (View Only) • Change or Edit • Add • Delete • Special processing (mass change, etc.)
<p>16 Forms and Report Generation</p>		
<p>Please describe the reporting capabilities present with the product and the general breakdown of reporting options. Please note that this item overlaps with functional requirements. Report types include scheduled and on-demand, graphical and tabular. Output methods include dashboard, preview, print, export (.pdf, .xls., .csv, more). Financial reports need to provide for rollups, consolidations, and drill-downs. Related terms include: SSRS, Data Warehousing, BI, Analytics, OLAP, KPI's.</p>	<p>Notes ==></p>	<p>Standard reports are built into the system by the area of functionality. All reports can be setup and shared out to the user base. This is accomplished by creating a report template and then choosing to share said template to the users of the campus in question. If the user has rights to the report, they will see the template, can use the template, but cannot modify the template.</p> <p>All Skyward reports can be generated to PDF, CSV, and XLS. Data mining and Skybuild provide the ability to dump to other delimited types such as .txt files. The reports component and data mining respect the system security. If a user runs a report to which they do not have rights to a field contained, they will be notified of the issue with details.</p>
<p>17 Software Upgrades</p>		
<p>Please describe the current and known future state directions of software updates. Attributes include: Frequency (Major Releases, Service Packs), Notification, Customization Impact, Push/Pull, Back Release Support, Availability of next Major Release; Fat client upgrades; Length of support; Schema updates</p>	<p>Notes ==></p>	<p>Skyward currently releases two to three major updates per year featuring enhancements to our application as identified through our product management process and unique request for enhancement workflow. These product enhancements are INCLUDED as a part of your annual license fee and will ensure that your district reaps the benefits of all the latest advancements in Skyward technology.</p> <p>In-house tailoring, such as parameter defaults and settings, will not be affected when a Skyward release is loaded. There are three types of technology updates for Skyward:</p> <ul style="list-style-type: none"> • Releases — Include a full program set of system-wide modifications and enhancements. These require a database update and are made available three times per year. • Addenda —

		<p>Include time sensitive or critical programming modifications that cannot wait for a Release. Some examples are state reporting requirements or W2/1099 updates. Addenda are released several times per month.</p> <ul style="list-style-type: none"> • RMAs – Small files for program fixes or conversions for a single school district. <p>Software upgrades are included as part of your annual license fee.</p>
<p>18 Error Handling</p>		
<p>Please provide an overview of error notification functionality in the product. Relevant terms include: Alerts, Alarms, Delivery, Logs, Debugging, On-Line, Audit Trails, Rollback, Tracing, Event Viewer</p>	<p>Notes ==></p>	<p>Customer's will receive email alert notifications</p>
<p>19 Open Source Components</p>		
<p>Please describe the product capability in terms of open source components. Relevant issues include: Open Source tools in technology stack, user groups, community forums, community wikis; community-contributed source code and enhancements; user conferences - what's available</p>	<p>Notes ==></p>	<p>Skyward recognizes the value of an active user community to facilitate the flow of information and create an outlet for discussions that can lead to more efficient school operations and integration of Skyward technology into daily business practices. To support this vision, Skyward has launched a new customer forum as a resource for Skyward customers and Skyward employees to come together and share their knowledge. Building on the excellent networking opportunities available at user group conferences, the customer forum expands interaction to a year-round environment. Your participation in the forum will help build a network of Skyward users who can help others with suggestions on best practices, share training documents or brainstorm new ideas. A variety of employees from Skyward play an active role on the forum as well.</p> <p>User Groups The City of Pembroke Pines Charter Schools can join fellow school districts to network, learn more about the software, and get tips and training from Skyward and industry experts. User group</p>



conferences are held annually (biannually in Wisconsin) and hosted by an independent steering committee consisting of Skyward users from that state. The Florida User Group meets annually. This past year the conference was held on November 2, 2017 at Seminole S.D. in Sanford, Florida. There were over 180 attendees present. Visit Skyward's website to stay informed and up-to-date on user group information, including dates, locations, travel details and conference website links. Florida User Group dates coming soon.

i-Con
In addition to state user group conferences, Skyward hosts a yearly international conference designed to provide information for current and prospective customers. Here, you can learn how to unlock the full potential of your technology and get a first look at the latest developments. This event is a 2-day, interactive experience that gives you access to the latest information about our industry-leading products and one-on-one interaction with Skyward executives. The conference also delivers over 50 breakout sessions led by knowledgeable professionals, giving you the tools, you need to improve your district's state reporting and information management, create efficiencies, and get parents more involved in the education of their children.

Sustainability
At Skyward, we pride ourselves on a commitment to continuously evolve our product lines and meet the future needs of our clients. Our product management team carefully monitors the K-12 landscape to create the strategic vision of our solution, obtaining feedback from our client-run Steering

		<p>Committees along the way. We make it a point to drive market innovation wherever possible by anticipating the future of education technology and developing a solution that will be powerful for our clients today while remaining relevant in the face of new trends and requirements tomorrow.</p>
<p>20 3rd Party Modules</p>		
<p>Please describe any current third party components that may be present based on the information about the client needs provided in the RFI. Common Third Party modules include: Credit Card Authorization, Freight Carrier Integration, EDI, Financial Reporting, Warehouse Management, International Shipping Docs, Sale and Use Tax Engine, PLM, CAD - What's needed and proposed?</p>	<p>Notes ==></p>	<p>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.</p>
<p style="text-align: center;">Skills</p>		
<p>21 Training</p>		
<p>Please provide a basic overview of training methods that accompany implementation of the product. Implementations typically have two main training seasons: 1) Applications Training for the Core Team and Developers (done near the beginning of the Project); 2) End User Training (done near the end of the project); Training options include: Classroom Off-site, On-site, On-line, Technical, End User, Train The Trainer.</p>	<p>Notes ==></p>	<p>Having expert training is critical when it comes to implementing a new solution for your district. A good training experience gives your staff confidence, reduces everyone's stress level, and improves the outcomes of the goals your district has set with your new Skyward software. The type and amount of proposed training is laid out more specifically in your cost proposal. We are offering a mix of on-site and web training as necessary to make your district more comfortable and confident with the software. In addition, Skyward's training is ALL-INCLUSIVE - there are no hidden costs for travel, food, or lodging.</p> <p>Skyward's Professional Development Center Offers you and your staff a variety of course types to meet your specific needs. This revolutionary tool is included in the cost of the Skyward solution. Our Professional Development Center provides time-saving, media-rich learning options to help you and your staff expand your knowledge and maximize your success. Three course types provide convenient, on-demand professional development for your staff: Quick Start Courses</p>

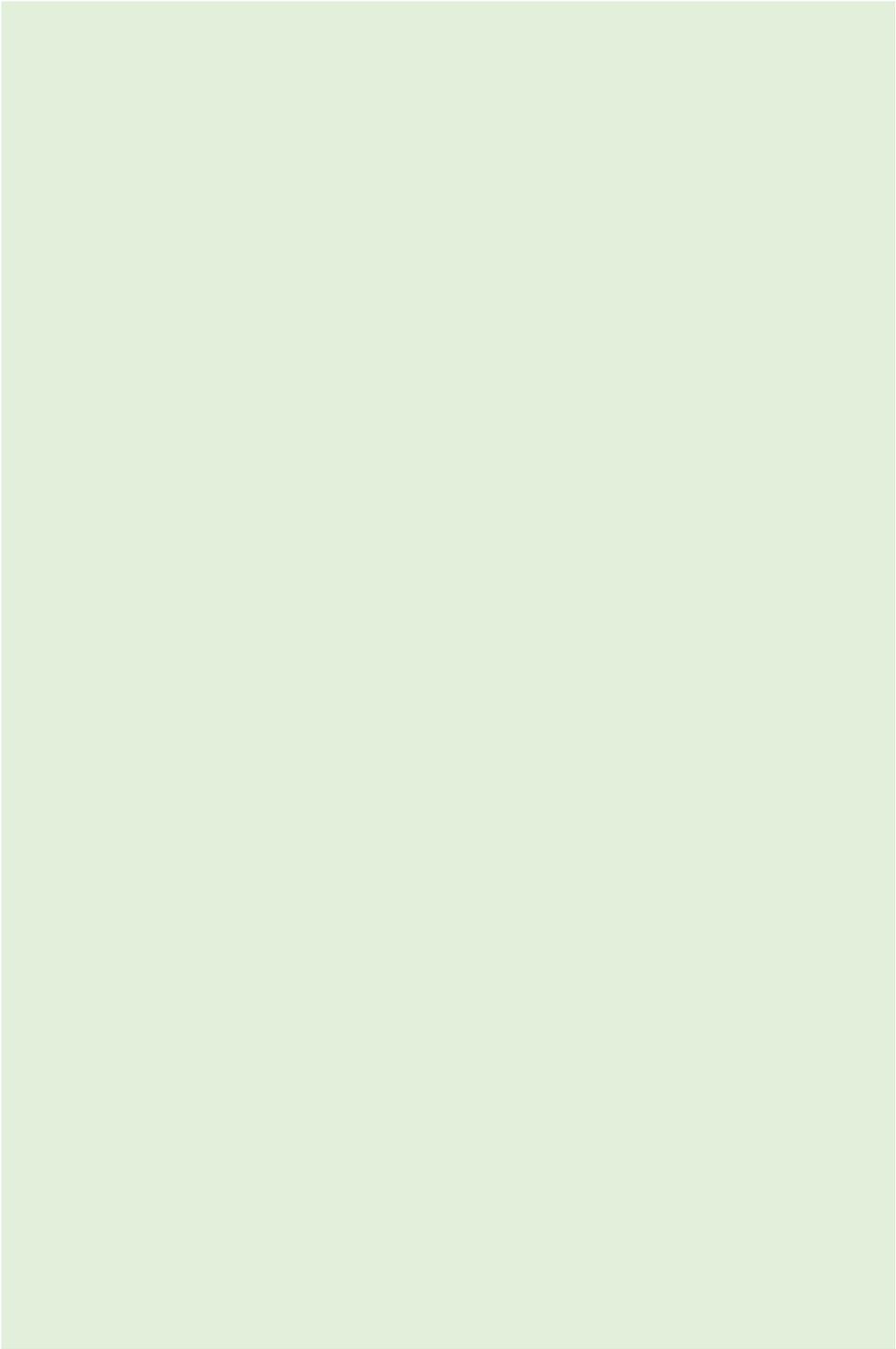
		<p>The PDC's quick start courses are designed for districts beginning implementation or for staff members new to Skyward. Quick start courses focus on the most essential tasks you and your staff will need to know to confidently use your new system and enjoy early success.</p> <p>Specialty Courses These intermediate-level courses focus on feature- and function-specific tutorials to help you take the next step within the Skyward solution. Take advantage of these targeted training sessions to expand your capabilities and dive deeper into the applications your district uses most.</p> <p>Mastery-Level Courses The PDC's most advanced courses include comprehensive module-level training sessions to help you reach the pinnacle of knowledge. Become your district's go-to Skyward expert with the variety of learning materials available. Mastery-level courses are ideal for districts that want to get the most from their Skyward investment.</p>
--	--	--

22 Skill Set Requirements	Notes ==>	
----------------------------------	---------------------	--

<p>Please provide an overview of the types of skillsets (in-house to the client) that are ideal for implementation and on-going operations of the product. Project and IT Roles for Implementation may include: Project Manager, Screen Developers; Report Developers; Database DBA; EDI Specialist; System Admin; Help Desk. Roles that are more technical often have require skills that are specific to the technology stack and the application software.</p>	<p>Notes ==></p>	<p>Skyward will dedicate a team of highly specialized, expert personnel to oversee the various aspects of your implementation. We have identified a number of key roles in order to fulfill the requirements of this project, as shown below. Skyward affirms that any of its staff assigned to the Hillsborough County School District project will be properly educated, trained, qualified, certified, and experienced for the services they are asked to perform. Skyward will provide 2 project managers, 1 conversions programmer, 1 senior consultant and up to 5 trainers. We also have 2 project management branch managers with a combined 20 years</p>
---	----------------------------	---

		<p>of experience, 3 additional project management managers with 10 supporting project management staff.</p>
Other		
<p>23 Help and System Documentation</p>		
<p>Please describe options typically provide in terms of training and help documentation. Help System methods and attributes include: Contextual, On-line, Wiki-based Manuals, Forums, wiki-based</p>	<p>Notes ==></p>	<p>Skyward's team of consulting and support specialists are based out of our corporate office in Stevens Point, Wisconsin. Where we provide our customers with both friendly and knowledgeable support Monday through Friday between the hours of 7:00 A.M. to 6:00 P.M. CST excluding holidays. The center operates out of a call queue, with assigned managers of the day responsible for monitoring the queue and escalating any issues that are identified as an emergency. In a typical implementation, Skyward will train several of your staff to a similar level of proficiency as our internal support specialists. These system support personnel will be the first line of support for your end users. If an issue needs to be escalated, on or your authorized support contacts will submit it to Skyward, where our specialists will work to resolve the issue quickly.</p> <p>Don't get stuck running around in circles when you need help. Your time is essential to the educational mission, so we provide you with numerous ways to contact us regarding technology issues. The district names support contacts that with the Skyward solution, will enjoy the following benefits:</p> <ul style="list-style-type: none"> • Named support contacts have unlimited access to customer consulting & support for all your needs via phone or email • Live chat option • Customer support portal allows easy review of past service calls, access to a detailed knowledgebase, FAQ, and the ability to submit requests for enhancements • Extensive use of tutorials for visual

		<p>walk-through on new features</p> <ul style="list-style-type: none"> • Free use of web conferencing for specialists to work directly with your system while on the phone • Skyward's Internal certification program will ensure that support specialists are certified to help in the specific area of your call <p>Regardless of the method you use to reach us, your issues are entered into our state-of-the-art support system and reviewed by a highly-trained support specialist. When needed, Skyward can also utilize WebEx, an online support tool that gives us the ability to remotely look at your screen, identify the problem, and provide even quicker resolution.</p> <p>Your investment in the Skyward solution includes unlimited access to SkyDoc, our knowledge management system composed of step-by-step tutorials for nearly every function of the software. You can easily find a "SkyDoc" or "Help" button on every application screen so you can locate answers to questions as they arise. Release notes, tutorials, FAQs, current issues, and state/federal reporting information are also available via both SkyDoc and our support website.</p>
<p>24 Audit and Compliance</p> <p>Please include audit standards and capabilities that are native to the product. Audit and Compliance standards and attributes to consider include: FDA, SOX, ISO, Audit Logs (From/To/When/Who), IP Address, ERES, userid, date/time stamps, legal numbering; transaction types, transaction ID; System should help to prevent audit problems and provide a foundation for rapid response to ad hoc audit needs</p>	<p>Notes ==></p>	<p>Skyward offers various utilities and audit functionality throughout the system to guarantee data integrity. Additionally, many areas of the application contain audit logs that track changes by date, login, time and old/new data.</p>
<p>25 Technical Support</p> <p>Please include a brief description of the support strategy and offerings that are typical of product implementation. Support attributes and cost variable may include: Annual Maintenance, % of Net/Gross License, Hours/Time Zones of Coverage, Escalation Process, On-line service ticket entry and monitoring, Phone Support, 24x7, 8x5, etc.; first level response, escalations.</p>	<p>Notes ==></p>	<p>The Support Process Skyward's team of consulting and support specialists are based out of our corporate office in Stevens Point, Wisconsin. Where we provide our customers with both friendly and knowledgeable support Monday through Friday</p>



between the hours of 7:00 A.M. to 6:00 P.M. CST excluding holidays. The center operates out of a call queue, with assigned managers of the day responsible for monitoring the queue and escalating any issues that are identified as an emergency.

In a typical implementation, Skyward will train several of your staff to a similar level of proficiency as our internal support specialists. These system support personnel will be the first line of support for your end users. If an issue needs to be escalated, on or your authorized support contacts will submit it to Skyward, where our specialists will work to resolve the issue quickly.

Workflow and Escalation
Standard software service calls are handled on a first-come-first-serve basis. Skyward has documented procedures in place for all levels of the support process. Mission critical calls are delineated and moved to the top of our resolution team. If a customer service representative cannot answer a question or resolve a specific issue, the service call gets moved to the management level. If, for some reason, the manager cannot resolve the issue at that point, it will be escalated to our programming department for quick resolution. Skyward's internal call system tracks each ticket to make sure contact and resolution all meet agreed upon service levels.