

AGENDA

SCHOOL BOARD WORKSHOP

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

June 27, 2017

4:30 P.M.

THIS WORKSHOP IS OPEN TO THE PUBLIC

1. Call To Order
2. Financial Information
3. Discussion Items
 - a. List of contractors and notification to Board regarding vendors with total payments greater than \$15,000 and other payment issues. **SEE PAGE #2**
 - i. Information POs – TSA – **SEE PAGE #13**
 - ii. Skyward – **SEE PAGE #14**
(Regular Board Meeting Agenda Page #40)
 - b. Capital City Loan Extension – **SEE PAGE #52**
(Regular Board Meeting Agenda Page #35)
 - c. SunTrust and Capital City Loan Extension – **SEE PAGE #54**
(Regular Board Meeting Agenda Page #37)
 - d. Payroll Schedules 2017 – 2018 – **SEE PAGE #57**
(Regular Board Meeting Agenda Page #24)
 - e. Salary Schedules 2017 – 2018 – **SEE PAGE #68**
(Regular Board Meeting Agenda Page #14)
 - f. Finance Office Update and Status (Budget Update)
 - g. Other – agenda items:
4. School Board Requests and Concerns
5. Adjournment

memo

Gadsden County School District

To: Board Members
From: Rose Raynak, Director of Federal Programs
Date: June 13, 2017
Re: Federal Programs P.O. 
Comments:

Ethica (FedNET)	\$10,000.00
Edgenuity	\$12,500.00
Communities in Schools of Florida	\$7,000.00
CDW-G	\$6420.90
Osceola Supply	\$13,000.00
Renewal Contract for Homeless Outreach Parent Specialist (Roslyn Copeland)	\$12,000.00
<hr/>	
TOTAL	\$60,920.90



State Tax Exemption #
85-8012621915C-2
Federal Employer Identification #
59-6000615

GADSDEN COUNTY
SCHOOLS
Purchase Order
Standard - Ethica (FedNet)

199564
06/13/2017
Vendor (VE08520000)

Show P.O. Number on all shipping containers,
packing lists, correspondences, and invoices.

Order Contact: Jackie Estrada
Center/School Contact: Rose Raynak

Checked box indicates order must be fully received and invoiced by 06/30/2017.
Cancellations must be in writing. No backorders without buyer approval.

ETHICA LLC
P O BOX 1033
QUINCY, FL 32353

Ship To
FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

Bill To
GADSDEN COUNTY SCHOOLS
35 MARTIN L KING, JR. BLVD
QUINCY, FL 32351
850-627-9651

Item #	Description	Quantity	UOM	Unit Price	Amount
What:	Annual subscription to FedNet services	1		10,000.00	10,000.00
When:	1 year	1		0.00	0.00
Total					10,000.00

Fund	Function	Object	Facility	Project	Program	Amount
420	6300	311	9001	4221270		10,000.00

Superintendent

Comments for vendor:

SAM Checked/Vendor not sub-recipient; No state of consortia pricing found per S.287.056, F.S.

Terms & Conditions:



State Tax Exemption #

85-8012621915C-2

Federal Employer Identification #

59-6000615

GADSDEN COUNTY SCHOOLS

Purchase Order

Standard - Edgenuity Inc.

199568

06/13/2017

Vendor (VE01610000)

Show P.O. Number on all shipping containers, packing lists, correspondences, and invoices.

Order Contact: Jackie Estrada

Center/School Contact: Rose Raynak

Checked box indicates order must be fully received and invoiced by 06/30/2017. Cancellations must be in writing. No backorders without buyer approval.

EDGEUITY, INC.
DEPT LA 24561
PASADENA, CA 91185-4561

Ship To

FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

Bill To

GADSDEN COUNTY SCHOOLS
35 MARTIN L KING, JR. BLVD
QUINCY, FL 32351
850-627-9651

Table with 6 columns: Item #, Description, Quantity, UOM, Unit Price, Amount. Includes rows for Professional Development and a Total row.

Table with 7 columns: Fund, Function, Object, Facility, Project, Program, Amount. Lists funding details for four entries.

Handwritten signature of Roger P. Milton

Superintendent

Comments for vendor:

QUOTE#: 35015; SAM Checked/Vendor not subrecipient; No state of consortia pricing found per S.287.056, F.S. Continued program (3yrs) Virtual School Originally Bd Appved 5/26/2015 (8h)

Terms & Conditions:



199566

06/13/2017

Vendor (VC13490000)

State Tax Exemption #

85-8012621915C-2

Federal Employer Identification #

59-6000615

GADSDEN COUNTY SCHOOLS

Purchase Order

Standard - Communities in Schools(Vista)

Show P.O. Number on all shipping containers, packing lists, correspondences, and invoices.

Order Contact: Jackie Estrada
Center/School Contact: Rose Raynak

Checked box indicates order must be fully received and invoiced by 06/30/2017. Cancellations must be in writing. No backorders without buyer approval.

Ship To
FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

COMMUNITIES IN SCHOOLS OF FL
444 APPELYARD DRIVE
TALLAHASSEE, FL 32304

Bill To
GADSDEN COUNTY SCHOOLS
35 MARTIN L KING, JR. BLVD
QUINCY, FL 32351
850-627-9651

Table with 5 columns: Item #, Description, Quantity, UOM, Unit Price, Amount. Row 1: Vista Cost Share June 12-Aug. 6, 2017, 14 Summer VISTA's A. Geathers F. Holmes S. Shaw T. Montgomery T. McCellean K. Street K. Wiggins Kittles L. Daniels T. Carter E. Scott K. Jones O. Jenkins D. Anderson J. Carter, 14, 500.00, 7,000.00. Total: 7,000.00

Table with 7 columns: Fund, Function, Object, Facility, Project, Program, Amount. Row 1: 420, 6150, 510, 0191, 4221272, 3,500.00. Row 2: 420, 6150, 510, 0231, 4221272, 3,500.00

Handwritten signature of Roger P. Milton

Superintendent

Comments for vendor:

SAM Checked/Vendor not subrecipient; No state of consortia pricing found per S.287.056, F.S.

Terms & Conditions:



State Tax Exemption #
85-8012621915C-2
Federal Employer Identification #
59-6000615

**GADSDEN COUNTY
SCHOOLS**
Purchase Order
Standard - CDW-G (Carts)

199570
06/13/2017
Vendor (VC00220000)

Show P.O. Number on all shipping containers,
packing lists, correspondences, and invoices.

Order Contact: Jackie Estrada
Center/School Contact: Rose Raynak

Checked box indicates order must be fully received and invoiced by 06/30/2017.
Cancellations must be in writing. No backorders without buyer approval.

CDW GOVERNMENT, INC.
230 N MILWAUKEE AVE
VERNON HILLS, IL 60061

Ship To
FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

Bill To
GADSDEN COUNTY SCHOOLS
35 MARTIN L KING, JR. BLVD
QUINCY, FL 32351
850-627-9651

Item #	Description	Quantity	UOM	Unit Price	Amount
4022992	Anywhere Cart AC-SLIM - cart Mfg. Part#: AC-SLIM UNSPSC: 56101535	5		1,284.18	6,420.90
QUOTE	#HZQL610	1		0.00	0.00
Total					6,420.90

Fund	Function	Object	Facility	Project	Program	Amount
420	5100	642	0071	4221270		6,420.90

Superintendent

Comments for vendor:

QUOTE: #HZQL610 SAM Checked/Vendor not sub-recipient; Contract: PAEC AEPA
Affiliate Agreement (13-07)

Terms & Conditions:

- For all items which are being shipped there must be a call 2 hours prior to delivery at 850-627-9651 so that an employee of the School Board can be there for delivery.



State Tax Exemption #
85-8012621915C-2
Federal Employer Identification #
59-6000615

**GADSDEN COUNTY
SCHOOLS**
Purchase Order
Standard - Osceola Supply

199552
06/12/2017
Vendor (VO03230000)

Show P.O. Number on all shipping containers,
packing lists, correspondences, and invoices.

Order Contact: Jackie Estrada
Center/School Contact: Rose Raynak

Checked box indicates order must be fully received and invoiced by 06/30/2017.
Cancellations must be in writing. No backorders without buyer approval.

OSCEOLA SUPPLY, INC.
P O BOX 13503
TALLAHASSEE, FL 32317

Ship To
FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

Bill To
GADSDEN COUNTY SCHOOLS
35 MARTIN L KING, JR. BLVD
QUINCY, FL 32351
850-627-9651

Item #	Description	Quantity	UOM	Unit Price	Amount
6121	8.5 x 11 Spectrum Copy Paper Packed 10/500 Paper and Plastics	500		26.00	13,000.00
Total					13,000.00

Fund	Function	Object	Facility	Project	Program	Amount
420	5100	510	0071	4221270		13,000.00



Superintendent

Comments for vendor:

SAM Checked/Vendor not sub-recipient; Quote is \$590 less than SOF contract
#14111500-15-1

Terms & Conditions:

School Board of Gadsden County, Florida
RENEWAL CONTRACTUAL AGREEMENT
Fiscal Year: 2017-2018

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Ms. Roslyn Copeland an individual with her principal place of business at 405 Strong Rd. Quincy, FL, 32351 for the purposes of providing professional outreach services for the homeless program, herein referred to as "CONTRACTOR". The contractual agreement will establish uniform administrative requirements for the Contractor and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform homeless student/family outreach services identified below for the Title IX Homeless Education program as further set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT. The CONTRACTOR is not a sub-recipient, but is instead a vendor.

The RECIPIENT and the CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for Title IX McKinney-Vento grant. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT through June 30, 2018 is contingent upon completed services, satisfactory evaluation, Board Approval, and continued funding of the Title IX McKinney-Vento grant by the Florida Department of Education.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to use expertise and community partnerships to serve as a homeless outreach specialist for Title IX during the 2017-2018 school year, beginning with date of Board Approval (not to start before July 1, 2017) until June 30, 2018. Such activities will include, but are not limited to: direct outreach services at school sites and in district neighborhoods for the purpose of identification of homeless students and their families; site-level communication with school leadership and teachers to assure that data based instructional decisions are being made to provide appropriate academic accommodations to homeless students during the school year; site-level assistance and follow up on attendance issues of homeless students; facilitation and connection of services to homeless students and their parents; and assisting with district wide trainings for homeless families during the school year. Any changes to the services must be made by mutual agreement in writing. The CONTRACTOR'S principal contact for the services will be Ms. Roslyn Copeland.

Performance Activities

FY 2017-2018 Homeless Outreach Specialist	
Annual Performance Deliverables	
Monthly documentation of all components must be submitted for payment. Program completion by June 2018	
Upon acceptance and approval of contract – through June 30, 2018	
<ul style="list-style-type: none">• Provide homeless parents/unaccompanied youth and guardians with awareness, information, and documentation necessary to register students in school.• Assist with the planning, organization, and implementation for homeless parent outreach activities and information dissemination activities, including student identification, enrollment, connection to transportation, etc.• Assist with development of homeless parent training sessions designed to more actively engage parents in the education of their children and increase parent literacy.• Connect homeless parents with school-related documents necessary to enhance parent literacy and assist with student transfers and/or transition between public schools.• Connect homeless parents with information about community services, outreach programs, school and family social services, counseling, family medical and dental services, and other programs to assist parents in helping their children be educationally successful.• Develop homeless parent awareness about parent portals, parent alert systems, student interventions that can be used at home, summer opportunities, and other parent literacy trainings and workshops.• Assist with ensuring students are provided with the necessary academic interventions based on student-needs, including after-school interventions.• Assist with attendance follow-up of homeless students in Gadsden County Public Schools.• Assist with surveying homeless parents.• Assist with activities for homeless parents of children in early learning centers and Head Start/VPK.	
<i>Documentation: intake forms; parent request forms; teacher recommendation forms; parent sign-in sheets; attendance reports, daily logs, poster location, resource materials, placement information; logs from home calls or visits to follow up on attendance, referral information, documentation of dissemination, parent contact forms, attendance and absence reports, training schedule, etc.</i>	

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin upon School Board Approval and end on June 30, 2018 contingent upon the approval and funding as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to annual review.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	means a payment made by Treasury check or other appropriate payment mechanism to a Contractor or sub-recipient upon its request either before outlays are made by the Contractor or through the use of predetermined payment schedules.
Award	means financial assistance that provides support or stimulation to accomplish a public purpose.
Contract	means a procurement contract under an award or sub-award, and a procurement sub-contract under a recipient's contract. A contract shall be used when the principal purpose is acquisition of property or services for

Term	Definition
	the direct benefit or use of the federal government and/or organization receiving financial assistance. Contractors are not sub-recipients.
Date of Completion	means the date on which all work under an award is completed by the sub-recipient or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Project costs	means all allowable costs, as established in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	means the period established in the award document during which Board Approval begins and federal sponsorship ends for that fiscal year.
Recipient	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
Sub-Recipient	means the legal entity or individual to which a contract is made and which is accountable to the recipient for the use of the funds provided and services funded in all the same ways that the recipient is bound to report and comply with all regulations of the federal award. This is NOT a sub-recipient relationship.
Vendor/Contractor	means the legal entity to which a contract is made and which is accountable to the recipient for the use of the funds provided and specific services contracted. This is NOT a sub-recipient relationship.
Termination	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
Working Capital	means a procedure whereby funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

The RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR and deliverables completed in support of the project for the monthly period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this Agreement, the RECIPIENT shall pay to **Ms. Rosalyn Copeland** up to and not exceeding \$12,000 (twelve thousand dollars) annually, prorated monthly over an annual basis, from date of Board approval until end of project period at a rate of no more than \$1,000.00 monthly. **Ms. Copeland** will invoice the RECIPIENT monthly in the amount of no more than \$1,000.00 for the months of services to be provided to the program. Invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs for Gadsden County Schools. The monthly invoices will be sent in by the end of each month following provision of services. The invoices will document the services provided and deliverables received, including time/effort logs, agendas, sign in sheets, projected outcomes, and other documentation of services and content as required by the deliverables above.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is up to and no more than \$12,000.00 annually, prorated monthly at annual monthly proration rate.

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR shall retain all required records for five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, RECIPIENT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the Agreement prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent CONTRACTOR and not an employee or agent of the RECIPIENT. CONTRACTOR is not a sub-recipient, but is instead a VENDOR. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. CONTRACTOR shall be acting as independent CONTRACTOR in the performance of this Agreement, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

- (a) The RECIPIENT'S contract administrator and contact is Ms. Roslyn Copeland and/or her designee.
- (b) The CONTRACTOR contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

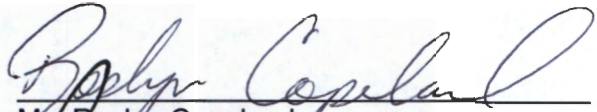
This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

CONFLICT OF INTEREST: As of the date of this Agreement, the CONTRACTOR is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the Agreement. CONTRACTOR agrees that they are and will remain in a state that is not a conflict of interest at any time during the administration of this project award.

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Ms. Roslyn Copeland have executed this AGREEMENT.



Ms. Roslyn Copeland

6/12/17

Date



Mr. Roger P. Milton
Superintendent of Schools

6/12/17

Date

Mr. Isaac Simmons
Chairman, Gadsden County School Board

Date

May 15, 2017

Gadsden County Schools
Attn: Thomas Kauffman
35 Martin Luther King Jr. Blvd.
Quincy, FL 32835

RE: 403(b)/457(b) Plan Administration Services Contract

Dear Mr. Kauffman,

Please be advised that this notice serves to officially extend your contract through 6/30/2018, per the mutual agreement provisions of the contract. Your rate will remain the same at \$4.08 per eligible employee. Your new employee count is 990, per the demographic file received from the district. Please indicate your acceptance by signing below and returning to us promptly to the following U.S. Postal service:

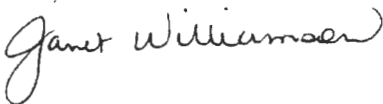
TSA Consulting Group, Inc.
Attn: Contracts
P.O. Box 2799
Fort Walton Beach, FL 32549

OR

E-mail: admin@tsacg.com
cc: jwilliamson@tsacg.com

If additional information is desired or if you have any questions regarding the extension, please email our Business Team at admin@tsacg.com or contact them via phone at ext. 3200.

Sincerely,



Janet Williamson
Senior VP, Chief Finance Officer

Signature:  _____

Typed Name: Thomas Kauffman

Title: Interim Assistant Superintendent of Business and Finance

Date: 06/13/17

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3ai [_____

DATE OF SCHOOL BOARD MEETING: June 27, 2017

TITLE OF AGENDA ITEMS: Skyward

DIVISION: Finance

PURPOSE AND SUMMARY OF ITEMS: To Approve New Finance, Human Resources and Payroll system – Skyward; migrate data from TERMS and FOCUS to Skyward.

FUND SOURCE: Capital Funds

AMOUNT: \$61,964.00 year 1 includes one time fees – \$27,990 in year 2 and 3.

PREPARED BY: Thomas Kauffman

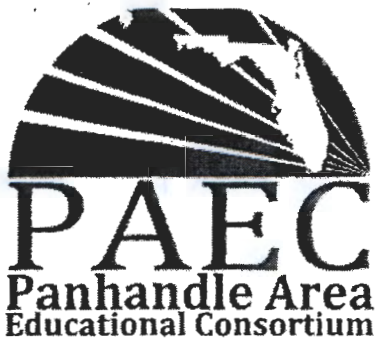
POSITION: Interim Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMANS'S SIGNATURE: page(s) numbered _____
Be sure that the Comptroller has signed the budget page.



Contact Person

Lele Sobey
(850) 638-6131 Ext. 2263
1-877-873-7232
Fax (850) 638-6134
lele.sobey@paec.org

John T. Selover
Executive Director

May 18, 2017

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
www.PAEC.org

Please find enclosed two copies of the contract between PAEC and your district for the Skyward ERP software system. Please return the fully executed copies of the contract, along with a signed copy of the End User License Agreement (enclosed as Attachment A).

If you have any questions or concerns, please feel free to contact me.
Thanks.

A handwritten signature in cursive script that reads "Lele Sobey".

Enclosures

Advancing Schools and Communities for Student Success

CALHOUN - FAMU D.R.S. - FRANKLIN - GADSDEN - GULF - HOLMES - JACKSON
JEFFERSON - LIBERTY - MADISON - TAYLOR - WAKULLA - WALTON - WASHINGTON

Panhandle Area Educational Consortium Contract Agreement

THIS CONTRACT is entered into by and between the School Board of Gadsden County, 35 Martin Luther King Jr. Blvd. Quincy Florida 32351 hereinafter called "contractee", and PAEC, 753 West Boulevard Chipley Florida 32428 hereinafter called "contractor," PAEC project # 7481077, entitled Gateway Finance, funded by the selected school districts as indicated.

The contract will commence July 1, 2017 and will continue until June 30, 2020. John Selover will direct the activities of the contract.

The Contractee agrees to compensate contractor for the amount of \$151,088.55. The payment schedule will be Upon receipt of invoices. The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Finance Office, PAEC, 753 West Boulevard, Chipley, FL 32428.

If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board for approval.

The services provided through this contract are stipulated as follows:

The contractor, PAEC will:

1. ERP software solution subject to the terms and conditions of the Skyward End User License Agreement (Attachment A); Skyward Software Proposal 17-0722bs (Attachment B); Master Agreement between PAEC and Skyward, Inc. (Attachment C); and the Hosting Agreement between PAEC and Integrated Systems Corporation (Attachment D).
2. Training subject to the terms and conditions of the Skyward Software Proposal 17-0712bs (Attachment E). These services procured by PAEC through competitive procurement (ITN #17-10) approved by the PAEC Board of Directors on March 23, 2017 and the Washington County School Board, fiscal agent for PAEC, on April 10, 2017.

The contractee, School Board of Gadsden County will:

1. Remit payment in a timely manner.

This contract is subject to 2 CFR 200 Code of Federal Regulations

No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the contractor ineligible making this contract null and void, by 2 CFR Appendix II to Part 200, Section (H), "Debarment and Suspension."

The contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Contractor's risk assuming full responsibility for completion of services stipulated. The contractor is the party providing the services; the contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

287.058 -

- (1) a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- c. A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- (2) The agency head and the contractor prior to the rendering of any contractual service shall sign the written agreement.

287.0582 -The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

Panhandle Area Educational Consortium Contract Agreement

THIS CONTRACT is entered into by and between the School Board of Gadsden County, 35 Martin Luther King Jr. Blvd. Quincy Florida 32351 hereinafter called "contractee", and PAEC, 753 West Boulevard Chipley Florida 32428 hereinafter called "contractor," PAEC project # 7481077, entitled Gateway Finance, funded by the selected school districts as indicated.

The contract will commence July 1, 2017 and will continue until June 30, 2020. John Selover will direct the activities of the contract.

The Contractee agrees to compensate contractor for the amount of \$151,088.55. The payment schedule will be Upon receipt of invoices. The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Finance Office, PAEC, 753 West Boulevard, Chipley, FL 32428.

If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board for approval.

The services provided through this contract are stipulated as follows:

The contractor, PAEC will:

1. ERP software solution subject to the terms and conditions of the Skyward End User License Agreement (Attachment A); Skyward Software Proposal 17-0722bs (Attachment B); Master Agreement between PAEC and Skyward, Inc. (Attachment C); and the Hosting Agreement between PAEC and Integrated Systems Corporation (Attachment D).
2. Training subject to the terms and conditions of the Skyward Software Proposal 17-0712bs (Attachment E). These services procured by PAEC through competitive procurement (ITN #17-10) approved by the PAEC Board of Directors on March 23, 2017 and the Washington County School Board, fiscal agent for PAEC, on April 10, 2017.

The contractee, School Board of Gadsden County will:

1. Remit payment in a timely manner.

This contract is subject to 2 CFR 200 Code of Federal Regulations

No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the contractor ineligible making this contract null and void, by 2 CFR Appendix II to Part 200, Section (H), "Debarment and Suspension."

The contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Contractor's risk assuming full responsibility for completion of services stipulated. The contractor is the party providing the services; the contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

287.058 -

- (1) a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- c. A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- (2) The agency head and the contractor prior to the rendering of any contractual service shall sign the written agreement.

287.0582 -The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

215.422 -Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465- (1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Federal Code of Regulations CFR 200.326 provisions for procurement - Contract Administration described in CFR 200.326 Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the contractee to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The contractor understands that contractee will give the contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in funding. The contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

IN WITNESS WHEREFORE, the parties have executed this **CONTRACT/MODIFICATION** and signing, thereby validating this **CONTRACT/MODIFICATION**, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

Contractee

Contractor

 Roger Milton, Superintendent
 Gadsden County School Board

 Herbert J. Taylor, Superintendent
 Calhoun County School Board

 Date

 Date

 Isaac Simmons, Chair
 Gadsden County School Board

 John T. Selover, Executive Director
 PAEC

 Date

 Date

193
 Social Security # or Federal ID#

59-6000898
 Social Security # or Federal ID #

WCSB Date: June 12, 2017

215.422 -Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465- (1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Federal Code of Regulations CFR 200.326 provisions for procurement - Contract Administration described in CFR 200.326 Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the contractee to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The contractor understands that contractee will give the contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in funding. The contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

IN WITNESS WHEREFORE, the parties have executed this CONTRACT/MODIFICATION and signing, thereby validating this CONTRACT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

Contractee

Contractor

 Roger Milton, Superintendent
 Gadsden County School Board

 Herbert J. Taylor, Superintendent
 Calhoun County School Board

 Date

 Date

 Isaac Simmons, Chair
 Gadsden County School Board

 John T. Selover, Executive Director
 PAEC

 Date

 Date

193
 Social Security # or Federal ID#

59-6000898
 Social Security # or Federal ID #

WCSB Date: June 12, 2017

SKYWARD® END USER LICENSE AGREEMENT

The undersigned, as an authorized representative of **Gadsden County Schools** (“Licensee”), does hereby, on behalf of Licensee and with its authority, agree to the terms and conditions contained in this End User License Agreement (this “EULA”) with respect to Licensee’s use of proprietary application software owned by **Skyward, Inc.**, a Wisconsin corporation (“Skyward”).

1. Limited License. Subject to the terms and conditions of this EULA and that certain Software Services License Agreement dated **May 9, 2017** (the “Master Agreement”) between Skyward and Panhandle Area Educational Consortium, a Florida non-profit educational service agency (“PAEC”), Skyward grants to Licensee a limited, nontransferable, nonexclusive license to access the Software and System (as those terms are defined in the Master Agreement) through the Internet, solely for Licensee’s internal use during the term of the Master Agreement. Licensee may not, directly or indirectly: (a) license, sell, lease or otherwise transfer or grant third-part access to the Software or System; (b) alter, modify, translate or create derivative works based on the Software or System; (c) process or permit to be processed the data of any third party; (d) disassemble, decompile or reverse engineer the Software or System; or (e) permit any third party to do any of the foregoing.

2. Licensee Obligations. Licensee shall pay all Fees (as that term is defined in the Master Agreement) identified in the Master Agreement in association with Licensee’s use of the Software and System. Licensee shall be solely responsible for collecting, imputing and updating all Licensee data. Licensee shall further be responsible for all use of the accounts and passwords provided to Licensee to access the Software and System. Licensee may not share its passwords with third parties or attempt to access the Software or Service without providing a password assigned to Licensee. Licensee shall be responsible for selecting, obtaining, maintaining and confirming the compatibility of any equipment and ancillary services needed to connect to, access or otherwise use the Software and System, including but not limited to, modems, hardware, servers, software, operating systems, networking equipment, web services, and internet service.

3. Services and Support. Except as otherwise provided in the Master Agreement or agreed to by Skyward and Licensee in writing, all application hosting services, training, support and other professional and administrative services (collectively the “Services”) in relation to the Software and System shall be provided by PAEC or Skyward’s authorized third party host (the “Host”). Skyward will not be liable for any failure by PAEC or the Host to provide the Services to Licensee.

4. Limited Warranty. Licensee shall have the benefit of the limited warranty described in the Master Agreement. Except for the foregoing, the Skyward Products and Materials are provided AS IS. This limited warranty extends only to Licensee as the original licensee. EXCEPT AS SPECIFIED IN THE MASTER AGREEMENT, 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. 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 the Master Agreement by Licensee to Skyward with respect to the Software and System 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.

6. Intellectual Property. Licensee acknowledges and agrees that the Software, 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 further acknowledges and agrees that this EULA does not affect any transfer of title in the Software and that the Software shall remain the sole and exclusive property of Skyward or Skyward’s licensor. 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 Software 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 Software.

7. Indemnification. 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 Software and/or System 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. Licensee agrees that if the Software and/or System 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 Software and/or System; or (b) replace the Software and/or System with an alternative that functions substantially the same.

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

9. Term and Termination. The term of this EULA shall run concurrently with the term of the Master Agreement. In the event of the termination of the Master Agreement for any reason, this EULA and Licensee's rights hereunder shall also immediately terminate without further notice. In addition to the foregoing, Licensee shall have the same rights to terminate this EULA as PAEC has to terminate the Master Agreement. Notwithstanding the foregoing, in the event Licensee fails to pay the Fees required by the Master Agreement or otherwise violates the terms of this EULA, Skyward may terminate this EULA and Licensee's rights hereunder.

10. Interpretation and Construction. This EULA and the Master Agreement contain the entire understanding and full and complete agreement of the parties. This EULA may be altered, amended or modified only in writing, signed by both of the parties hereto. Licensee may not, voluntarily or involuntarily, sublicense, sell, assign or otherwise transfer its rights under this EULA without Skyward's prior written consent. Subject to the foregoing, this EULA shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns. Any provisions of this EULA which by their very nature are intended to survive the termination or expiration of this EULA will survive the termination or expiration of this EULA. 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 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. If any court of competent jurisdiction determines that any provision of this EULA 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.

This EULA 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 EULA shall be as valid as an original signature.

Gadsden County Schools

By: _____

Title: _____

Date: _____



YOUR SCHOOL MANAGEMENT SYSTEM PROPOSAL

Chipley, FL

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.

Software as a Service Pricing - 3 Year Contract

Secure Cloud Computing Installation

The Skyward School Business Suite Core Package includes:

Finance, Employee Access, Employee Management, Flex Benefits, Payroll, Salary Negotiations, State Reporting, and Substitute Tracking

Additional Optional Skyward modules include:

FastTrack, Fixed Assets, and School Based Activity Accounting

This proposal includes software and service fees for the PAEC - Panhandle Area Educational Consortium member districts. Training for PAEC support personnel is not included on this proposal.

The data migration fees are priced to reflect data coming from both vendors, TERMS and Focus. Skyward Data Migrations include the following Data Migrations: Check Reconciliation, Detailed Fiscal Year Time-Off, Employee Management, Open Purchase Orders, Current Year Standard Budgetary, Current Year Standard Payroll, Time-off Summary Balances, Standard Fixed Assets and W2 History.

Details Regarding this Sale

Billing

PAEC - Panhandle Area Educational Consortium will purchase Skyward's School Business Suite on behalf of their participating districts. Skyward will invoice PAEC for any member districts that purchase under this proposal.

Databases

ISCorp hosting options available at \$1.65 per student per district.

Support

PAEC - Panhandle Area Educational Consortium will provide centralized support for its member districts.

PAEC will provide all Tier 1 support to all of its member districts as part of this proposal.

Tier 2 support calls can be directed to Skyward for additional service. If Skyward is involved in any Tier 2 support calls to a member district, PAEC support staff must be available for that call to resolve the outstanding issue.

School Management System Investment Summary

	Full 12-Month Recurring Fees	Services	Full 12-Month Annual License Fee	Total
School Business Suite	\$ 302,370.00	\$ 465,493.00	\$ -	\$ 767,863.00
School Management System Investment - Including the Full 12-Month Recurring Fees *				\$ 767,863.00

See Terms and Conditions for revised payment terms.

170711dtc

The School Management System total is based on all 14 member districts purchasing the School Business Suite. This amount will change if there are changes to participating member districts. See details below for district-level pricing.



Pricing Detail

School Business Suite - Itemized Software Pricing Detail

Core Package Recurring Fee

¹ School Business Suite Core Package	\$	4.00 / student
Support		2.00 / student
² Skyward Discount		(1.50) / student
³ Professional Development Center		0.15 / student
Total Core Package Recurring Fees	\$	4.65 / student

Additional Functionality

FastTrack		0.50 / student
Fixed Assets		0.50 / student
School Based Activity Accounting		0.50 / student

School Business Suite - Jefferson County Schools

728 Students

School Business Suite Software		Full 12-Month Recurring Fee ¹	Services	Full 12-Month Annual License Fee	Total
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 3,385.00	\$ -	\$ -	\$ 3,385.00
Additional Functionality					
eSign - Electronic Signature - 1 block		-	200.00	-	200.00
FastTrack	\$ 0.50 / student	364.00	-	-	364.00
Fixed Assets	\$ 0.50 / student	364.00	-	-	364.00
School Based Activity Accounting	\$ 0.50 / student	364.00	-	-	364.00
^{5,6} School Business Suite Data Migrations		-	17,733.00	-	17,733.00
Installation					
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00
SmartStart Implementation Service					
Consultative Services - Business		-	5,250.00	-	5,250.00
Project Management		-	4,480.00	-	4,480.00
⁸ Project Management Discount		-	(960.00)	-	(960.00)
Subtotal System Wide Services and Software		\$ 4,477.00	\$ 27,288.00	\$ -	\$ 31,765.00

⁹ Jefferson County Schools Total System Wide Services and Software	\$ 31,765.00
--	---------------------

Pricing detail continued on following page



Pricing Detail, continued from previous page

School Business Suite - Franklin County School District			895 Students			
School Business Suite Software			<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>
⁴ Total Core Package Recurring Fees	\$ 4.65 / student		\$ 4,162.00	\$ -	\$ -	\$ 4,162.00
Additional Functionality						
eSign - Electronic Signature - 1 block			-	200.00	-	200.00
FastTrack	\$ 0.50 / student		448.00	-	-	448.00
Fixed Assets	\$ 0.50 / student		448.00	-	-	448.00
School Based Activity Accounting	\$ 0.50 / student		448.00	-	-	448.00
^{5,6} School Business Suite Data Migrations			-	17,733.00	-	17,733.00
Installation						
⁷ Secure Cloud Computing Setup Assistance			-	585.00	-	585.00
SmartStart Implementation Service						
Consultative Services - Business			-	5,250.00	-	5,250.00
Project Management			-	4,480.00	-	4,480.00
⁸ Project Management Discount			-	(960.00)	-	(960.00)
Subtotal System Wide Services and Software			\$ 5,506.00	\$ 27,288.00	\$ -	\$ 32,794.00
⁹ Franklin County School District Total System Wide Services and Software						\$ 32,794.00

School Business Suite - Liberty County School District			1,270 Students			
School Business Suite Software			<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>
⁴ Total Core Package Recurring Fees	\$ 4.65 / student		\$ 5,906.00	\$ -	\$ -	\$ 5,906.00
Additional Functionality						
eSign - Electronic Signature - 1 block			-	200.00	-	200.00
FastTrack	\$ 0.50 / student		635.00	-	-	635.00
Fixed Assets	\$ 0.50 / student		635.00	-	-	635.00
^{5,6} School Business Suite Data Migrations			-	17,733.00	-	17,733.00
Installation						
⁷ Secure Cloud Computing Setup Assistance			-	585.00	-	585.00
SmartStart Implementation Service						
Consultative Services - Business			-	5,250.00	-	5,250.00
Project Management			-	4,480.00	-	4,480.00
⁸ Project Management Discount			-	(960.00)	-	(960.00)
Subtotal System Wide Services and Software			\$ 7,176.00	\$ 27,288.00	\$ -	\$ 34,464.00
⁹ Liberty County School District Total System Wide Services and Software						\$ 34,464.00

Pricing detail continued on following page



Pricing Detail, continued from previous page

School Business Suite - Gulf District Schools		1,883 Students			
		<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>
School Business Suite Software					
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 8,756.00	\$ -	\$ -	\$ 8,756.00
Additional Functionality					
eSign - Electronic Signature - 1 block		-	200.00	-	200.00
Fixed Assets	\$ 0.50 / student	942.00	-	-	942.00
^{5,6} School Business Suite Data Migrations		-	17,733.00	-	17,733.00
Installation					
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00
SmartStart Implementation Service					
Consultative Services - Business		-	5,250.00	-	5,250.00
Project Management		-	4,480.00	-	4,480.00
⁸ Project Management Discount		-	(960.00)	-	(960.00)
Subtotal System Wide Services and Software		\$ 9,698.00	\$ 27,288.00	\$ -	\$ 36,986.00
⁹ Gulf District Schools Total System Wide Services and Software					\$ 36,986.00

School Business Suite - Calhoun County School District		2,105 Students			
		<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>
School Business Suite Software					
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 9,788.00	\$ -	\$ -	\$ 9,788.00
Additional Functionality					
eSign - Electronic Signature - 1 block		-	200.00	-	200.00
FastTrack	\$ 0.50 / student	1,053.00	-	-	1,053.00
Fixed Assets	\$ 0.50 / student	1,053.00	-	-	1,053.00
^{5,6} School Business Suite Data Migrations		-	17,733.00	-	17,733.00
Installation					
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00
SmartStart Implementation Service					
Consultative Services - Business		-	5,250.00	-	5,250.00
Project Management		-	4,480.00	-	4,480.00
⁸ Project Management Discount		-	(960.00)	-	(960.00)
Subtotal System Wide Services and Software		\$ 11,894.00	\$ 27,288.00	\$ -	\$ 39,182.00
⁹ Calhoun County School District Total System Wide Services and Software					\$ 39,182.00

Pricing detail continued on following page



Pricing Detail, continued from previous page

School Business Suite - District School Board of Madison County

2,125 Students

School Business Suite Software		Full 12-Month Recurring Fee ¹	Services	Full 12-Month Annual License Fee	Total
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 9,881.00	\$ -	\$ -	\$ 9,881.00
Additional Functionality					
eSign - Electronic Signature - 1 block		-	200.00	-	200.00
FastTrack	\$ 0.50 / student	1,063.00	-	-	1,063.00
Fixed Assets	\$ 0.50 / student	1,063.00	-	-	1,063.00
School Based Activity Accounting	\$ 0.50 / student	1,063.00	-	-	1,063.00
^{5,6} School Business Suite Data Migrations		-	17,733.00	-	17,733.00
Installation					
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00
SmartStart Implementation Service					
Consultative Services - Business		-	7,000.00	-	7,000.00
Project Management		-	6,720.00	-	6,720.00
⁸ Project Management Discount		-	(1,440.00)	-	(1,440.00)
Subtotal System Wide Services and Software		\$ 13,070.00	\$ 30,798.00	\$ -	\$ 43,868.00
⁹ District School Board of Madison County Total System Wide Services and Software					\$ 43,868.00

School Business Suite - Taylor County School District

2,643 Students

School Business Suite Software		Full 12-Month Recurring Fee ¹	Services	Full 12-Month Annual License Fee	Total
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 12,290.00	\$ -	\$ -	\$ 12,290.00
Additional Functionality					
eSign - Electronic Signature - 1 block		-	200.00	-	200.00
FastTrack	\$ 0.50 / student	1,322.00	-	-	1,322.00
Fixed Assets	\$ 0.50 / student	1,322.00	-	-	1,322.00
School Based Activity Accounting	\$ 0.50 / student	1,322.00	-	-	1,322.00
^{5,6} School Business Suite Data Migrations		-	17,733.00	-	17,733.00
Installation					
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00
SmartStart Implementation Service					
Consultative Services - Business		-	7,000.00	-	7,000.00
Project Management		-	6,720.00	-	6,720.00
⁸ Project Management Discount		-	(1,440.00)	-	(1,440.00)
Subtotal System Wide Services and Software		\$ 16,256.00	\$ 30,798.00	\$ -	\$ 47,054.00
⁹ Taylor County School District Total System Wide Services and Software					\$ 47,054.00

Pricing detail continued on following page



Pricing Detail, continued from previous page

School Business Suite - Holmes District School Board				3,088 Students		
		<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>	
School Business Suite Software						
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 14,359.00	\$ -	\$ -	\$ 14,359.00	
Additional Functionality						
eSign - Electronic Signature - 1 block		-	200.00	-	200.00	
FastTrack	\$ 0.50 / student	1,544.00	-	-	1,544.00	
Fixed Assets	\$ 0.50 / student	1,544.00	-	-	1,544.00	
^{5,6} School Business Suite Data Migrations		-	17,733.00	-	17,733.00	
Installation						
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00	
SmartStart Implementation Service						
Consultative Services - Business		-	7,000.00	-	7,000.00	
Project Management		-	6,720.00	-	6,720.00	
⁸ Project Management Discount		-	(1,440.00)	-	(1,440.00)	
Subtotal System Wide Services and Software		\$ 17,447.00	\$ 30,798.00	\$ -	\$ 48,245.00	
⁹ Holmes District School Board Total System Wide Services and Software					\$ 48,245.00	

School Business Suite - Washington County School District				3,089 Students		
		<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>	
School Business Suite Software						
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 14,364.00	\$ -	\$ -	\$ 14,364.00	
Additional Functionality						
eSign - Electronic Signature - 1 block		-	200.00	-	200.00	
Fixed Assets	\$ 0.50 / student	1,545.00	-	-	1,545.00	
^{5,6} School Business Suite Data Migrations		-	17,733.00	-	17,733.00	
Installation						
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00	
SmartStart Implementation Service						
Consultative Services - Business		-	7,000.00	-	7,000.00	
Project Management		-	6,720.00	-	6,720.00	
⁸ Project Management Discount		-	(1,440.00)	-	(1,440.00)	
Subtotal System Wide Services and Software		\$ 15,909.00	\$ 30,798.00	\$ -	\$ 46,707.00	
⁹ Washington County School District Total System Wide Services and Software					\$ 46,707.00	

Pricing detail continued on following page



Pricing Detail, continued from previous page

School Business Suite - Gadsden County Schools			4,737 Students			
			<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>
School Business Suite Software						
⁴ Total Core Package Recurring Fees	\$ 4.65 / student		\$ 22,027.00	\$ -	\$ -	\$ 22,027.00
Additional Functionality						
eSign - Electronic Signature - 1 block			-	200.00	-	200.00
FastTrack	\$ 0.50 / student		2,369.00	-	-	2,369.00
Fixed Assets	\$ 0.50 / student		2,369.00	-	-	2,369.00
School Based Activity Accounting	\$ 0.50 / student		2,369.00	-	-	2,369.00
^{5,6} School Business Suite Data Migrations			-	20,909.00	-	20,909.00
Installation						
⁷ Secure Cloud Computing Setup Assistance			-	585.00	-	585.00
SmartStart Implementation Service						
Consultative Services - Business			-	7,000.00	-	7,000.00
Project Management			-	6,720.00	-	6,720.00
⁸ Project Management Discount			-	(1,440.00)	-	(1,440.00)
Subtotal System Wide Services and Software			\$ 29,134.00	\$ 33,974.00	\$ -	\$ 63,108.00
⁹ Gadsden County Schools Total System Wide Services and Software						\$ 63,108.00
School Business Suite - Wakulla County Schools			4,954 Students			
			<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>
School Business Suite Software						
⁴ Total Core Package Recurring Fees	\$ 4.65 / student		\$ 23,036.00	\$ -	\$ -	\$ 23,036.00
Additional Functionality						
eSign - Electronic Signature - 1 block			-	200.00	-	200.00
Fixed Assets	\$ 0.50 / student		2,477.00	-	-	2,477.00
School Based Activity Accounting	\$ 0.50 / student		2,477.00	-	-	2,477.00
^{5,6} School Business Suite Data Migrations			-	20,909.00	-	20,909.00
Installation						
⁷ Secure Cloud Computing Setup Assistance			-	585.00	-	585.00
SmartStart Implementation Service						
Consultative Services - Business			-	7,000.00	-	7,000.00
Project Management			-	6,720.00	-	6,720.00
⁸ Project Management Discount			-	(1,440.00)	-	(1,440.00)
Subtotal System Wide Services and Software			\$ 27,990.00	\$ 33,974.00	\$ -	\$ 61,964.00
⁹ Wakulla County Schools Total System Wide Services and Software						\$ 61,964.00

Pricing detail continued on following page



Pricing Detail, continued from previous page

School Business Suite - Jackson County School Board				6,370 Students		
		<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>	
School Business Suite Software						
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 29,621.00	\$ -	\$ -	\$ 29,621.00	
Additional Functionality						
eSign - Electronic Signature - 1 block		-	200.00	-	200.00	
Fixed Assets	\$ 0.50 / student	3,185.00	-	-	3,185.00	
^{5,6} School Business Suite Data Migrations		-	22,499.00	-	22,499.00	
Installation						
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00	
SmartStart Implementation Service						
Consultative Services - Business		-	7,000.00	-	7,000.00	
Project Management		-	10,640.00	-	10,640.00	
⁸ Project Management Discount		-	(2,280.00)	-	(2,280.00)	
Subtotal System Wide Services and Software		\$ 32,806.00	\$ 38,644.00	\$ -	\$ 71,450.00	
⁹ Jackson County School Board Total System Wide Services and Software					\$ 71,450.00	

School Business Suite - Walton County School District				8,345 Students		
		<i>Full 12-Month Recurring Fee ¹</i>	<i>Services</i>	<i>Full 12-Month Annual License Fee</i>	<i>Total</i>	
School Business Suite Software						
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 38,804.00	\$ -	\$ -	\$ 38,804.00	
Additional Functionality						
eSign - Electronic Signature - 1 block		-	200.00	-	200.00	
FastTrack	\$ 0.50 / student	4,173.00	-	-	4,173.00	
Fixed Assets	\$ 0.50 / student	4,173.00	-	-	4,173.00	
School-Based Activity Accounting	\$ 0.50 / student	4,173.00	-	-	4,173.00	
^{5,6} School Business Suite Data Migrations		-	22,499.00	-	22,499.00	
Installation						
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00	
SmartStart Implementation Service						
Consultative Services - Business		-	7,000.00	-	7,000.00	
Project Management		-	10,640.00	-	10,640.00	
⁸ Project Management Discount		-	(2,280.00)	-	(2,280.00)	
Subtotal System Wide Services and Software		\$ 51,323.00	\$ 38,644.00	\$ -	\$ 89,967.00	
⁹ Walton County School District Total System Wide Services and Software					\$ 89,967.00	

Pricing detail continued on following page



Pricing Detail, continued from previous page

School Business Suite - Nassau County School District

11,589 Students

School Business Suite Software		Full 12-Month Recurring Fee ¹	Services	Full 12-Month Annual License Fee	Total
⁴ Total Core Package Recurring Fees	\$ 4.65 / student	\$ 53,889.00	\$ -	\$ -	\$ 53,889.00
Additional Functionality					
eSign - Electronic Signature - 1 block		-	200.00	-	200.00
Fixed Assets	\$ 0.50 / student	5,795.00	-	-	5,795.00
^{5,6} School Business Suite Data Migrations		-	25,680.00	-	25,680.00
Installation					
⁷ Secure Cloud Computing Setup Assistance		-	585.00	-	585.00
SmartStart Implementation Service					
Consultative Services - Business		-	8,750.00	-	8,750.00
Project Management		-	32,340.00	-	32,340.00
⁸ Project Management Discount		-	(6,930.00)	-	(6,930.00)
Subtotal System Wide Services and Software		\$ 59,684.00	\$ 60,625.00	\$ -	\$ 120,309.00
⁹ Nassau County School District Total System Wide Services and Software					\$ 120,309.00

Secure Cloud Computing Services

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

School Business Suite	53,821 Students	Annual Total
Gold Package		\$ 88,805.00 *

* 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.

All member districts will have their Skyward database hosted by ISCorp and will be billed collectively through PAEC.

Software Modules and Data Migrations Not Included on this Proposal

School Business Suite Software Modules

Accounts Receivable	\$ 0.50 / student
Applicant Import	\$ 0.50 / student
Bid Management	\$ 0.50 / student
Insurance Tracking	\$ 0.50 / student
Inventory	\$ 0.50 / student
Third Party Applicant Tracking	\$ 0.50 / student
TrueTime	\$ 0.75 / student

School Business Suite Data Migrations

- Certification
- Employee Management Custom Setup / Blackbox
- Inventory
- Professional Growth
- School Based Activity Accounting (SBAA)

System Wide Software Modules

- Schools Interoperability Framework (SIF) Agent
- Crystal Reports



Pricing Footnotes

See Terms and Conditions for revised payment terms.

170711dtc

- ¹ This is a 3-Year Contract with automatic renewal after the initial term. The contract will renew at the then-current rate. The rate per student for the recurring fee will remain unchanged as stated in the Pricing Detail section above through June 30, 2020. The initial count is based on the student count as available from Market Data Retrieval (MDR) a division of Dun and Bradstreet. The recurring fee can fluctuate for subsequent years based on obtaining enrollment information directly from MDR. Charter and DJJ schools are not included in the above license except for use with FLDOE reporting.
- ² This proposal includes a discount off of the Skyward Support Fee. This discount is based on PAEC personnel providing Tier 1 support to their member districts. 170078dp
- ³ 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.
- ⁴ The bulk pricing for the Total Recurring Fees includes the following: The Skyward Core Package (Finance, Employee Access, Employee Management, Flex Benefits, Payroll, Salary Negotiations, State Reporting, and Substitute Tracking), Skyward Support, and the Professional Development Center. Detailed per student rates are included in the itemized rates on page 2 of this proposal.
- ⁵ The bulk pricing for the Skyward Data Migrations includes the following Data Migrations: Check Reconciliation, Detailed Fiscal Year Time-Off, Employee Management, Open Purchase Orders, Current Year Standard Budgetary, Current Year Standard Payroll, Time-Off Summary Balances, Standard Fixed Assets, and W2 History. The data migration fees are priced to reflect data coming from both vendors, TERMS and Focus. Skyward offers two solutions to migrate Employee Management data. Skyward will work with you to determine the best solution.
- ⁶ 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 the then-current programming rate. 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.
- Account Balancing Clarification**
Skyward software requires that an account's ending balance for the quarter or year be equal to the opening balance for the next quarter or year. This is an accepted accounting principal and if your data does not meet that requirement Skyward will attempt to determine the discrepancy and if the discrepancy cannot be determined in a timely manner, Skyward will make an offsetting entry to fulfill the requirement. Skyward will clearly identify which account was adjusted and how the adjustment was accomplished. The customer may conduct further research and make a journal entry to eliminate the offsetting entry if desired.
- ⁷ **Secure Cloud Computing (SCC) Setup Assistance**
SCC Compliancy Testing.
Installation/Setup Service.
- ⁸ 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.
- ⁹ A/P checks, payroll checks, W-2 forms and 1099 forms 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 Employee Access 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.



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 18 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)

Annual Fee Information

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

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

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

This information is distributed exclusively by Skyward, Inc. It is to be used by the PAEC - Panhandle Area Educational Consortium administrative staff only. Any copying or distributing of the proposal, or any part of the proposal, to sources outside the PAEC - Panhandle Area Educational Consortium is prohibited without written consent, which shall not unreasonably be withheld, of Skyward, Inc.

Software

Classroom Training: Skyward classroom training shown in this proposal is calculated on the basis that up to 3 people may attend each class (with initial software purchase). Classroom training is to be provided at the Skyward Branch Office. Skyward reserves the right to cancel due to low enrollment. Additional training may be purchased at the then-current price per person, per class day.

On-site Training: On-site training is based on the customer having training facilities available. Additional on-site training may be purchased at the then-current rate. Up to 10 people, per instructor, may attend the on-site training. One day of training consists of 6 hours on-site.

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

Cancellation of Training Days: The customer must cancel 24 hours in advance of scheduled training. If the training is not cancelled according to this policy, the customer will be billed for the scheduled classroom or on-site training.

Expiration of Training Days: The customer may utilize Classroom and On-Site training days, included with the purchase of Skyward software, for a period of up to twelve (12) months. The twelve-month period will commence upon implementation of each respective software module. Training days not utilized within the twelve-month period will expire and are non-refundable.

Skyward software systems will be installed by Customer Service Representatives. Customers running on an existing network installed by any other than Skyward must have their technical support person at the site to provide any assistance during the software loading. If no one is available, Skyward will bill the customer at the then-current rate.

Skyward PaC software only supports printers with drivers certified for the Windows Operating System. Skyward Web Based products like EA+ and Employee Access support print drivers that are certified for the Windows or Mac Operating System. Pre-printed forms for report cards can only be printed using supported laser printers.

Third Party Software and Hardware

Third party software and hardware proposals are for informational purposes only. Third party software and hardware prices should be verified by customer prior to ordering software and hardware.

This proposal is being presented without a Technology Analysis from our Networking Engineers. Data gathered for this proposal was provided by the customer to Skyward. Any additional required services or hardware will be billed at our normal rates. To ensure accuracy we recommend a Skyward Technology Analysis be initiated prior to ordering.

In the event Skyward provides any third party software and/or hardware as part of this Agreement (i.e. Skyward procures, assembles, delivers and/or installs such software and hardware, or provides training), customer agrees that it shall benefit by and be bound by any and all warranties, warranty limitations, license agreements, and any other rights and obligations provided by the third party software and/or hardware supplier to the purchasers and users of its products, whether provided in written or electronic format. Skyward will provide additional information on the manufacturers coverage and options upon request.

Skyward does not provide any warranties for third party software and hardware.

Payment Terms:

- 1. Skyward and 3rd Party Annual Software License
The Annual Skyward Software License will begin 7/1/2017 and run through June 30 of the current fiscal year, 10% due 7/1/2017, 23% due 9/1/2017, 33% due 10/1/2017 and 34% due 1/1/2018.
Subsequent years of Skyward Annual Software License will be billed in the spring of each fiscal year at the agreed rate and are due September 1.
The contract will renew at the then-current rate.
Third Party Annual License fees will be billed upon start of license as indicated by the third party vendor. For the initial year, the license will be prorated through June 30 if permission has been granted by said vendor. Subsequent years, therefore, would be billed on a June 30 fiscal year basis at the then-current rate.
2. Scheduling of Installation
Installation of purchased software must occur within 12 months of the date Skyward receives PO. Purchases subsequent to this conversion will be quoted at the then-current price.
3. Professional Services
a. Installation and Training Services - Billed for all training and installation services upon installation of any Skyward programs onto Customer's system, 10% due 7/1/2017, 23% due 9/1/2017, 33% due 10/1/2017 and 34% due 1/1/2018.
b. Project Management/Consultative Services - Billed upon execution of Software Agreement and/or Terms and Conditions, 10% due 7/1/2017, 23% due 9/1/2017, 33% due 10/1/2017 and 34% due 1/1/2018.
Project Management hours must be used within 24 months of purchase. Unused hours will be cancelled and are not refundable.
c. Data Migration Fees - Billed for all data migration services upon installation of any Skyward programs onto Customer's system, 10% due 7/1/2017, 23% due 9/1/2017, 33% due 10/1/2017 and 34% due 1/1/2018.
State data used for the data migration must come from one system.
d. Hosting fees to be billed by ISCorp - Billed upon completion of hardware installation, 10% due 7/1/2017, 23% due 9/1/2017, 33% due 10/1/2017 and 34% due 1/1/2018.
4. Subsequent years after contract expiration:
Subsequent years following initial term will automatically renew as a single year contract.
The contract will renew at the then-current rate.
5. Third Party Software and Hardware - Payment due upon delivery.

Customer agrees to the terms and conditions listed above and set forth in the Proposal(s).

Customer Signature

Printed Name

Date

[Handwritten signature]

5/8/17

John Selover, Executive Director, Panhandle Area Educational Consortium

Date

[Handwritten signature]

5/8/17

Herbert J. Taylor, Superintendent, Washington County Board of Education

Date

SOFTWARE SERVICES AND LICENSE AGREEMENT

This Software Services and License Agreement (this "Agreement") is made and entered into as of the 9 day of May, 2017 (the "Effective Date") by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 ("SKYWARD") and **Panhandle Area Educational Consortium**, a Florida non-profit educational service agency with offices at 753 West boulevard, Chipley, FL 32428 ("PAEC"). Skyward and PAEC may be referred to herein individually as a "party" and collectively as the "parties" to this Agreement.

WHEREAS, PAEC is a regional, non-profit, educational service agency established to provide cooperative services to its member districts consisting of K-12 and adult educations districts as defined by the Florida Department of Education and is governed by a Board of Directors consisting of the superintendents of the member districts;

WHEREAS, SKYWARD is engaged in the business of developing and licensing computer software for use in the management and operation of schools and educational service organizations and SKYWARD has provided PAEC with a proposal, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Software Proposal"), to provide PAEC and its member districts with the software services described therein; and

WHEREAS, after a selection process performed by PAEC in cooperation with the member districts, PAEC determined to conduct direct negotiations, as permitted within Florida Statute #6A-1.012(7), with SKYWARD with respect to the terms and conditions under which SKYWARD would provide the products and services described in Software Proposal and the parties have now reached an agreement and understanding, subject to the approval of the District School Board of Washington County as the fiscal agent for PAEC, as to the specific products and services to be provided by SKYWARD to PAEC and the terms and conditions on which such products and services shall be provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1.0 Grant of Limited License.

1.1 Limited License for Member Districts. Subject to the terms and conditions of this Agreement, SKYWARD hereby grants to PAEC an non-exclusive, non-transferable, terminable and limited right and license to provide access to the software, products, and modules identified in the Software Proposal (collectively the "Skyward Products"), together with all related instruction manuals and other materials associated therewith (the "Materials"), in a software as a service ("SaaS") format to PAEC's member districts identified in the Software Proposal (individually a "Member District" and collectively the "Member Districts") for their internal use solely through SKYWARD's authorized third party host and pursuant to that certain Hosting Services Agreement executed by PAEC simultaneously with the execution of this Agreement. Provided however, any grant of access to the Skyward Products to a Member District pursuant to this Agreement shall be subject to and conditioned upon said Member District entering into a SKYWARD approved end user license agreement agreeing to be bound by the terms and conditions of this Agreement.

1.2 Limited License for PAEC. SKYWARD hereby grants PAEC a nonexclusive, non-transferable, non-sublicensable, terminable and limited right and license to use the Skyward Products, solely through SKYWARD's authorized third party host and pursuant to that certain Hosting Services Agreement executed by PAEC simultaneously with the execution of this Agreement, for the exclusive purpose of providing its Member Districts with the support and other services to be performed by PAEC, as provided in this Agreement.

1.3 Use Restrictions. By accepting the rights granted by SKYWARD hereunder, PAEC agrees that it will not, without the prior express written consent of SKYWARD: (i) except as specifically authorized by SKYWARD in this Agreement, sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials to third parties; (ii) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (iii) modify or create derivative works of the Skyward Products or Materials; (iv) 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 SKYWARD or its authorized third party host; or (v) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (a) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

1.4 Third Party Products and Services. Any information or proposals for third party products or services provided by SKYWARD to PAEC are for informational purposes only and it is the sole responsibility of PAEC to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. PAEC further acknowledges that any such information or proposals provided by SKYWARD were based on information provided by PAEC and that SKYWARD did not perform an independent technology analysis, unless requested by PAEC to do so. In the event SKYWARD provides any third party products or services to PAEC under the terms of this Agreement, PAEC 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 PAEC Obligations.

2.1 Grant of Access. PAEC shall not grant access to the Skyward Products to any Member District until said Member District executes and delivers an end user license agreement agreeing to be bound by the terms and conditions of this Agreement that has been approved by SKYWARD in writing (an "EULA").

2.2 Tier 1 Support Services. PAEC shall provide Tier 1 Support directly to its Member Districts in a manner consistent with SKYWARD's then current standards, which may be modified or amended from time to time. SKYWARD agrees to provide PAEC with thirty (30) days prior written notice of any change to its standards for the Tier 1 Support and that any change to the standards for the Tier 1 Support that will result in an additional expense to PAEC or significantly expand the responsibilities of PAEC must be agreed to by PAEC in writing. "Tier 1 Support" is defined as all initial support calls from Member Districts. Examples of Tier 1 Support include, but are not limited to: (i) best practice scenarios; (ii) general troubleshooting; and (iii) basic error handling.

3.0 SKYWARD Obligations.

3.1 Training Services. Skyward agrees to provide PAEC with the training services (the “Training Services”) described in SKYWARD’s proposal attached hereto as **Exhibit B** and incorporated herein by reference (the “Training Proposal”).

3.1.1 Classroom Training. All classroom training described in the Training Proposal is calculated on the basis that up to four (4) people may attend each class. All classroom training will be provided at a PAEC office or via the Web as determined by Skyward, unless otherwise agreed to by Skyward. Additional classroom training sessions can be purchased by Licensee at Skyward’s then current rates.

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

3.1.3 Cancellation or Expiration. Any scheduled classroom or on-site training days may be cancelled by PAEC up to twenty-four (24) hours in advance. If the scheduled classroom or on-site training day is cancelled by PAEC with less than twenty-four (24) hours advance notice to SKYWARD, then Licensee will be responsible for the full amount of the scheduled classroom or on-site training. All classroom and on-site training days described in the Training Proposal may be utilized by PAEC for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any classroom and on-site training days that are not utilized by PAEC within the time provided will expire and are non-refundable.

3.2 Tier 2 Support Services. PAEC shall provide Tier 2 Support directly to the Member Districts in a manner consistent with SKYWARD’s then current standards, which may be modified or amended from time to time. Skyward will provide PAEC with Tier 2 Support when requested by PAEC, but Skyward will have no obligation to contact a Member District directly to provide Tier 2 Support, unless otherwise agreed to by Skyward. “Tier 2 Support” is generally defined as more difficult calls after Tier 1 Support solutions have been exhausted. Examples of Tier 2 Support include, but are not limited to: (i) when the Skyward Products not working as intended; (ii) database errors not already identified; (iii) basic error handling; (iv) data conversion assistance when mass data fixes and corrections are not working; (v) configuration consulting; and (vi) data import issues.

4.0 Fees and Payment.

4.1 Fees. PAEC shall pay the annual license fees, subscription fees, service fees, and other reoccurring fees and amounts due in association with the Skyward Products as described in the Software Proposal (the “Annual Fees”) during the Initial Term (as defined herein), in accordance with the terms and conditions contained in the Software Proposal. PAEC further agrees to pay the fees associated with the Training Services as described in the Training Proposal (the “Training Fees”). The Annual Fees and the Training Fees may be referred to herein collectively as the “Fees.” In the event this Agreement is renewed as provided in Section 8.1 below, the Fees due SKYWARD in association with (i) the Skyward Products for such Renewal Term (as defined herein) and (ii) any Training Services agreed by SKYWARD and PAEC, shall be at SKYWARD’s then current rates.

4.2 Hosting Fees. Unless otherwise agreed to by SKYWARD and PAEC, all fees due from PAEC and/or its Member Districts to SKYWARD's authorized application service provider (the "Host") in association with the services provided by the Host shall be paid directly to the Host as provided in that certain Hosting Services Agreement executed by PAEC simultaneously with the execution of this Agreement.

4.3 Payment and Taxes. Unless otherwise agreed to by SKYWARD, PAEC shall make payment of all Fees to SKYWARD within thirty (30) days following PAEC's receipt of invoice from SKYWARD. If any authority imposes a duty, tax, levy or fee, excluding those based on SKYWARD's net income, upon the Skyward Products, Materials, or the services to be provided herein, then PAEC agrees to pay the amount specified and PAEC is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

5.0 Warranty and Limitations.

5.1 Limited Warranty. SKYWARD shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the security of the Software Products and minimize errors and interruptions in PAEC and its Member Districts' access and use of the Skyward Products, provided that: (a) PAEC and its Member Districts use the Skyward Products strictly in accordance with the user documentation furnished by SKYWARD; (b) PAEC and its Member Districts pay all amounts due under this Agreement and is not in default of any provisions of this Agreement; and (c) PAEC and its Member Districts make no changes (nor permits any changes to be made other than by or with the express written approval of SKYWARD) to the Software Products. This limited warranty extends only to PAEC and its Member Districts as the original licensees.

5.2 Limitations. In no event does SKYWARD warrant that the Skyward Products will be error free or that PAEC and its Member Districts will be able to operate the Skyward Products without problems or interruptions. PAEC acknowledges that the availability of the Skyward Products depends upon the availability of the Internet and the authorized third party Host that SKYWARD uses and that SKYWARD has no control over such availability. Accordingly, SKYWARD makes no representations, warranties, or covenants regarding the availability of the Skyward Products to the extent that such availability depends upon the availability of the Internet or any authorized third party Host that SKYWARD uses. PAEC further acknowledges that the Skyward Products may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or due to other causes beyond SKYWARD's reasonable control and SKYWARD will not be liable to PAEC or its Member Districts as a result of these temporary interruptions.

5.3 Remedies and Exclusions. PAEC and its Member Districts' sole and exclusive remedy and the entire liability of SKYWARD under this limited warranty will be for SKYWARD to make commercially reasonable efforts to provide the Skyward Products as warranted. If for any reason, SKYWARD is unable to provide the Skyward Products as warranted within thirty (30) days following PAEC or a Member District's report of a breach of this limited warranty, then upon PAEC's written request, Skyward will refund the Annual Fees paid by PAEC to SKYWARD for the then current fiscal year, pro-rated as of the date of the report of the breach, and PAEC and its Member Districts' license to use the Skyward Products will be terminated. Except for the limited warranty described herein, no other warranties, express or implied, are provided by SKYWARD. 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.

5.4 Limitation of Liability. The liability of SKYWARD to PAEC and its Member Districts 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 the Fees received by SKYWARD under the terms of this Agreement during the 365 days preceding the cause of action. The parties acknowledge and agree that IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.0 Insurance and Indemnification.

6.1 Insurance. Both parties agree to maintain in effect at all times during the Term (as defined herein), at their sole expense, the following minimum insurance coverages:

6.1.1 Workers' Compensation. Workers compensation insurance covering their employees in accordance with applicable law.

6.1.2 Commercial General Liability. Commercial general liability insurance written on an occurrence form including coverage for bodily injury, property damage, and completed operations arising out of their performance of their obligations under this Agreement, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

6.1.3 Professional Liability. Professional liability/errors and omissions coverage insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If coverage is written on a claims made basis, coverage with respect to any and all of the respective services that each party has agreed to perform in connection with this Agreement shall be maintained for a period of at least three (3) years after the termination of this Agreement.

Each party agrees to name the other party shall be designated as an additional insured on each of the above referenced policies.

6.2 Indemnification.

6.2.1 Indemnification by PAEC. PAEC will hold SKYWARD harmless against, and defend any claim, suit, or proceeding brought against SKYWARD insofar as such suit or proceeding is based upon: (i) a claim that this Agreement or PAEC's obligations hereunder constitutes a violation or infringement of any contract between PAEC and any other party; (ii) the release of PII (as defined herein) or other data or confidential information of a Member District to the extent directly caused by the negligence or willful misconduct of PAEC or its employees; or (iii) a claim by any Member District due to PAEC's breach of the terms of a EULA, this Agreement, or violation of any applicable law or failure to maintain any required license or certification. PAEC shall pay any damages or costs awarded to a third party in any suit, and shall pay all costs, disbursements and attorneys' fees incurred by SKYWARD in defending such suit and/or enforcing the obligations imposed upon PAEC by this section.

6.2.2 Indemnification by SKYWARD. SKYWARD will defend any claim, suit, or proceeding brought against SKYWARD and/or PAEC insofar as such suit or proceeding shall be based upon (i) a claim that the use of the Skyward Products by one or more of the Member Districts violates any United States patent, United States copyright or trade secret right protected under the laws of any state

within the United States; or (ii) the release of PII or other data or confidential information of a Member District to the extent directly caused by the negligence or willful misconduct of SKYWARD or its employees. To qualify for such defense and payment, PAEC must give SKYWARD prompt written notice of such claim and allow SKYWARD to control or institute all defenses to such claims, including settlement of all such claims, in litigation or otherwise, so long as no such settlement adversely affects PAEC's ability to exercise the rights granted in this Agreement, unless PAEC consents. Skyward shall pay any damages or costs awarded against PAEC (or payable by PAEC pursuant to a settlement agreement) in connection with such suit or proceeding.

7.0 Confidential Information and Intellectual Property.

7.1 Member District Records.

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

7.1.2 Family Educational Rights and Privacy Act. The parties expect and anticipate that the parties may have access to education records of the Member Districts only as an incident of the respective services that SKYWARD and PAEC are required to provide to the Member Districts pursuant to the terms of this Agreement. In the event SKYWARD or PAEC has access to any Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law), then SKYWARD and PAEC shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by the Member Districts' policies and procedures. SKYWARD and PAEC acknowledge that PII is the confidential information of the Member Districts and SKYWARD and PAEC shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. SKYWARD and PAEC agree to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agree 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 this Agreement, SKYWARD and PAEC shall not use or further disclose PII. Upon the expiration or termination of this Agreement, SKYWARD and PAEC agree to promptly return to the respective Member Districts any and all PII in their possession.

7.1.3 Health Insurance Portability and Accountability Act. The parties further acknowledge that their respective performance of the services required of each of them may necessarily involve the incidental receipt of data by each party 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, PAEC, and the Member Districts may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

7.2 Intellectual Property.

7.2.1 SKYWARD Intellectual Property. PAEC acknowledges and agrees that the Skyward Products developed by SKYWARD, including the specific design and structure of individual programs, input formats, and source code and the products, services and materials associated therewith, all constitute trade secrets, confidential and proprietary information, and copyrighted material of

SKYWARD (the "Intellectual Property"). PAEC further acknowledges and agrees that this Agreement does not affect any transfer of title in the Intellectual Property to PAEC or its Member Districts and that SKYWARD is the sole owner of said Intellectual Property. PAEC shall implement reasonable security measures to protect such Intellectual Property.

7.2.2 Works Made For Hire. All of the Tier 1 Support to be performed by PAEC hereunder shall be deemed works-made-for-hire for the benefit of SKYWARD. SKYWARD shall be deemed the sole and exclusive owner of all intellectual property, specifications, and any other products or information designed and/or produced either solely by PAEC or in conjunction with SKYWARD in association with the Skyward Products or PAEC's performance of its obligations under this Agreement, including but not limited to all patent, copyright, and other intellectual property rights associated therewith. PAEC shall execute such truthful acknowledgments, affidavits, or other documentation reasonably required by SKYWARD, during the Term, and for a reasonable period after the termination of this Agreement, to assist in proving SKYWARD's ownership of such intellectual property. SKYWARD shall have an irrevocable and permanent royalty free license to use any intellectual property of PAEC incorporated into the intellectual property, specifications, and any other products or information systems designed and/or produced under the terms of this Addendum, in any manner deemed necessary by SKYWARD in its sole discretion. SKYWARD's intellectual property rights created by this Agreement, including all patents, trade secrets, copyrights and licenses, are fully transferable by SKYWARD and all sales proceeds, license fees, royalties, and other profits received by Skyward related to the any such intellectual property or other products or information systems designed and/or produced under the terms of this Agreement shall be the sole and exclusive property of SKYWARD.

8.0 Term and Termination.

8.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2020, unless terminated earlier as provided herein (the "Initial Term"). This Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term") following the expiration of the Initial Term or a Renewal Term (as the case may be), unless terminated as provided herein. All references to the "Term" of this Agreement shall include the Initial Term and any Renewal Term.

8.2 Termination by Either Party. Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with written notice at least ninety (90) days prior to the end of the Initial Term or any Renewal Term (as the case may be).

8.3 Termination by SKYWARD. Except as provided in Section 8.5 below, in the event (i) PAEC or any of its Member Districts fails to make any payment to SKYWARD when due; or (ii) PAEC otherwise fails or refuses to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after PAEC and/or the Member District receives notice of such default, then PAEC shall be deemed to be in default under the terms of this Agreement and Skyward may terminate this Agreement immediately and without further notice.

8.4 Termination by PAEC. In the event SKYWARD fails or refuses to perform its obligations under this Agreement and such default is not cured within thirty (30) days after SKYWARD receives notice of such default, then SKYWARD shall be deemed to be in default under the terms of this Agreement and PACE may terminate this Agreement immediately and without further notice.

(a) **Non-appropriations.** Notwithstanding any other provision of this agreement, if funds for the continued fulfillment of this agreement by PAEC are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then PAEC will have the right to terminate

this agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. PAEC will provide at least thirty (30) days advance written notice of such termination. PAEC will use reasonable efforts to ensure appropriated funds are available

8.5 Injunctive Relief. Notwithstanding Section 8.3 above, in the event PAEC or one of its Member Districts breaches or commits a violation of Section 1.2 or 7.2 above, then 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 PAEC and its Member Districts from any further use of the Skyward Products and/or use or disclosure of the Intellectual Property and requiring that all copies thereof 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. PAEC further agrees that SKYWARD's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by SKYWARD.

8.6 Effect of Termination. In the event of the termination of this Agreement for any reason, all of PAEC and its Member Districts' rights and privileges under this Agreement, including but not limited to the right to use the Skyward Products and Materials shall be immediately terminated. PAEC and its Member Districts shall immediately return to SKYWARD all Intellectual Property in their possession, regardless of the form.

9.0 Relationship of Parties and Assignment.

9.1 Relationship of Parties. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, employer/employee, agency or any other type of relationship. Nothing in this Agreement or otherwise shall be construed as constituting an appointment of either party as agent, legal representative, joint venturer, partner, or employee of the other party for any purpose whatsoever. Neither party is authorized to transact business, incur obligations, or assign or create any obligation of any kind, express or implied, on behalf of the other party, or bind it in any way whatsoever, or to make any contract, promise, warranty or representation on the other party's behalf with respect to any matter.

9.2 Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Provided however, the purchase of all or substantially all of the capital stock or assets of a party by a third party, or the merger of a party into another entity shall not be deemed an assignment for the purposes of this Agreement.

10.0 Interpretation and Construction.

10.1 Entire Agreement. This Agreement shall be governed by the laws of the State of Florida, without regard to any 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. Section 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. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto.

10.2 Notices. Any notice provided for or permitted under this Agreement shall be treated as having been given when (i) delivered personally, (ii) sent by commercial overnight courier with written verification of receipt; or (iii) mailed postage prepared by certified or registered mail, return receipt

requested, to the party to be notified, at the address set forth in the introductory paragraph of this Agreement, or such other place of which the other party has been notified in writing.

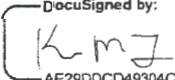
10.3 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, 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.

10.4 Remedies and Waiver. All remedies conferred upon the parties by this Agreement shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as waiver of any subsequent breach by either party.

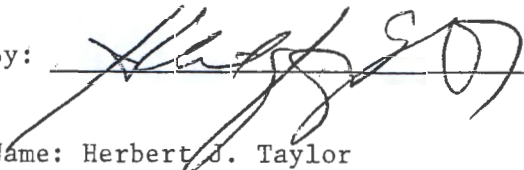
10.5 Counterparts and Signatures. This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

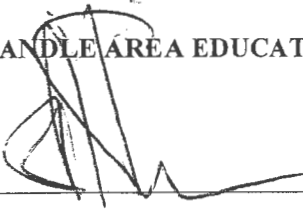
The undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.

SKYWARD, INC.

DocuSigned by:
By: 
AF29DDCD49304C1
Kevin B. McFerrin
Chief Business Development Officer

PANHANDLE AREA EDUCATIONAL CONSORTIUM

By: 
Name: Herbert J. Taylor

By: 
Name: John Selover
Title: Executive Director

Title: Superintendent
Washington County School Board

Attest:
By: _____
Name: _____
Title: _____

SaaS HOSTING SERVICES AGREEMENT

This SaaS 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"), **Panhandle Area Educational Consortium**, a Florida non-profit educational service agency with offices at 753 West boulevard, Chipley, FL 32428 ("Subscriber"), and **Integrated Systems Corporation**, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 ("Host"). Skyward, Subscriber 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 Subscriber have entered into that certain Software Service and License Agreement (the "SaaS Agreement") whereby Skyward granted Subscriber the right to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Subscriber entering into this Agreement to provide for the terms and conditions of Subscriber'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 Subscriber and its Member Districts (as defined in the SaaS Agreement) 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 Subscriber and its Member Districts to access the Skyward Products over the Internet. Subject to Subscriber and its Member Districts' compliance with the SaaS 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 Subscriber and its Member Districts, as described in this Section 1.1, shall be collectively referred to as the "Hosting Services."

1.2 Use of Hosting Services. Subscriber and its Member Districts may access and use the Hosting Services only to the extent of authorizations acquired by Subscriber from Skyward or Host. Subscriber is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Subscriber and its Member Districts' account credentials. Subscriber acknowledges and agrees that its use of the Hosted Services is subject to Subscriber and its Member Districts' compliance with the terms and conditions of the SaaS Agreement, this Agreement, and any prohibited use policies of Host. Subscriber and its Member Districts 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 Subscriber. Subscriber is solely responsible for information, data, and content of Subscriber placed on Host's servers by Subscriber or Subscriber's Member Districts. Unless caused by their negligence or willful misconduct, Skyward and Host shall not be liable to Subscriber or its Member Districts 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. Subscriber 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, ethnically 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 Subscriber or Subscriber's Member Districts 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. Subscriber shall pay the Annual Fees (as defined in the SaaS Agreement) and other reoccurring fees and amounts due in association with the Hosting Services (collectively the "Fees"), during the term of this Agreement. Subscriber 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 Subscriber 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. Subscriber 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. Subscriber 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 Subscriber Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Subscriber's Member Districts' students and/or employees used by Subscriber 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 Subscriber or its Member Districts only as an incident of the Hosting Services. In the event Subscriber or its Member Districts provide 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 Subscriber's Member District's policies and procedures. Host acknowledges that PII is the confidential information of Subscriber and its Member Districts 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 Subscriber and its Member Districts 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 Subscriber or its Member Districts 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 Subscriber, its Member Districts, and Skyward from and against any and all claims, actions, and liabilities brought by any third party against Subscriber, its Member Districts, or Skyward as a result of the release of PII or other confidential information of Subscriber, its Member Districts, 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, Subscriber, its Member Districts 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 Subscriber or its Member Districts 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 Subscriber or its Member Districts. In the event such an ODBC is established by Skyward, Subscriber will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Subscriber or its Member Districts will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber or its Member Districts' insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Subscriber or its Member Districts' data, (d) Subscriber 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) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber 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. Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber or its Member Districts' failure to properly save or back up all data and information inputted by Subscriber or its Member Districts through the ODBC.

5.0 Security and Limited Warranty.

5.1 Server Security. Subscriber 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 Subscriber or its Member Districts arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Host shall maintain complete and accurate records of these security measures and produce such records to client for purposes of audit upon reasonable prior notice during normal business hours. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Subscriber or its Member Districts or their respective employees or agents. Subscriber agrees that its (and its Member Districts') use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Subscriber 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 Subscriber or its Member Districts caused by

unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Skyward or Host. Subscriber and its Member Districts assume 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 ISCorp observed holidays: New Years' 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 Subscriber's Remedies. In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Subscriber and its Member Districts' sole and exclusive remedy shall be: (a) in the case of Hosting Services, refund or credit, at Subscriber'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 Subscriber or its Member Districts 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 Subscriber or its Member Districts, or their employees or agents, including a failure or malfunction resulting from applications or services provided by Subscriber or its Member Districts; (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 Subscriber or its Member Districts. 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 Subscriber and its Member Districts 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 Subscriber or the Member District 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 Subscriber or its Member Districts by any other party unless Subscriber or its Member District has properly notified Skyward and Host as to such damages, claims, or demands, and Subscriber or its Member District 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 SaaS Agreement. In the event the SaaS 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 Subscriber and its Member Districts' rights and privileges under this Agreement, including but not limited to Subscriber and its Member Districts' 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

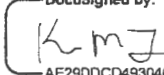
address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

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.

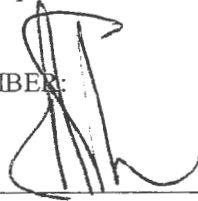
7.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original 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.

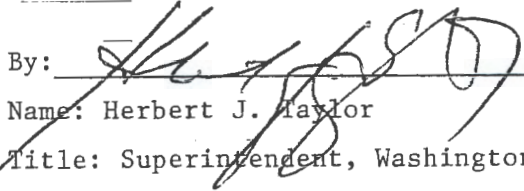
SKYWARD, INC.

DocuSigned by:
By: 
AE290DCD49304C1
Name: Kevin B. McFerrin
Title: Chief Business Development Officer
Date: April 26, 2017

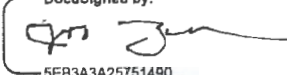
SUBSCRIBER:

By: 
Name: John Selover
Title: Executive Director
Date: _____

SUBSCRIBER:

By: 
Name: Herbert J. Taylor
Title: Superintendent, Washington
County School Board
Date: _____

HOST:

DocuSigned by:
By: 
5EB3A3A25751490...
Name: Jeff Zillner
Title: Senior VP Business Development
Date: April 26, 2017

Attachment E

PAEC - Panhandle Area Educational Consortium
 Skyward Software Proposal
 Proposal # 17-0712bs
 April 19, 2017



YOUR SCHOOL MANAGEMENT SYSTEM PROPOSAL

ChIPLEY, FL

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

Software as a Service Pricing - 3 Year Contract

District Hosted by ISCorp

The Skyward School Business Suite Core Package includes:

Finance, Employee Access, Employee Management, Flex Benefits, Payroll, Salary Negotiations, State Reporting, and Substitute Tracking

Additional Skyward modules include:

FastTrack, Inventory, and School Based Activity Accounting

Pricing Detail

PAEC - Panhandle Area Educational Consortium has received software and services pricing for its member districts on the separate software proposal. This proposal includes requirements to train PAEC support personnel on the Skyward software so that the PAEC staff will be able to train and provide Tier 1 support to their member districts.

The pricing below includes training for the following modules:
 Finance, Employee Access, Employee Management, Flex Benefits, Payroll, Salary Negotiations, State Reporting, Substitute Tracking, FastTrack, Inventory, and School Based Activity Accounting

School Business Suite

	Full 12-Month Recurring Fee	Services	Annual License Fee	Total
School Business Suite Training - PAEC Support Staff				
On-Site Days (4)	\$ -	\$ 6,200.00	\$ -	\$ 6,200.00
Web Hours (40)	-	6,600.00	-	6,600.00
School Business Suite Training - District Training				
On-Site Days (12) - Group training at PAEC office	-	18,600.00	-	18,600.00
On-Site Days (14) - One (1) day per district	-	21,700.00	-	21,700.00
Web Hours (40) - Group web training	-	6,600.00	-	6,600.00
School Business Suite Training - District Configuration Setup				
Web Hours (42)	-	6,930.00	-	6,930.00
Subtotal School Business Services:	\$ -	\$ 66,630.00	\$ -	\$ 66,630.00
^{1,2} Total School Business Suite Solution:				\$ 66,630.00

Pricing Footnotes

See Terms and Conditions for revised payment terms.

170712dtc

¹ This training plan has been designed based on training Panhandle Area Educational Consortium staff who will then train and provide Tier 1 support to their member districts.

² The standard Skyward training plan has been modified. Skyward reserves the right to require more training if PAEC staff do not pass the Professional Development Center tests. Should additional training be necessary it will be charged at the then-current rate.

170079dt



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/desired.

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. This provides you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.*

Finance setup day *included for verification of previously installed conversion data in preparation for live processing. This includes but is not limited to security setup, default parameter settings in the software, verification of printing capabilities, verification of conversion totals on financial reports (balance sheet, revenue and expense, payroll history totals, etc.), verification of code table setup, and random verification of data records in each module converted. Skyward will assist the customer in working through these items so that the customer can verify the accuracy of information before processing begins.*

Terms and Conditions

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



TERMS AND CONDITIONS

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

This information is distributed exclusively by Skyward, Inc. It is to be used by the PAEC - Panhandle Area Educational Consortium administrative staff only. Any copying or distributing of the proposal, or any part of the proposal, to sources outside the PAEC - Panhandle Area Educational Consortium is prohibited without written consent, which shall not unreasonably be withheld, of Skyward, Inc.

Software

170700dtc

Classroom Training: Skyward classroom training shown in this proposal is calculated on the basis that up to 4 people may attend each class (with initial software purchase). Classroom training is to be provided at the PAEC Office. Skyward reserves the right to cancel due to low enrollment. Additional training may be purchased at the then-current price per person, per class day.

On-site Training: On-site training is based on the school district having training facilities available. Additional on-site training may be purchased at the then-current rate. Up to 10 people, per instructor, may attend the on-site training. One day of training consists of 6 hours on-site.

Skyward on-site training policy: A maximum of 10 people may attend each on-site day unless otherwise noted in the training grid. Should more people attend the training over the numbers stated, the school district will be charged an additional \$200 for each person.

Cancellation of Training Days: The customer must cancel 24 hours in advance of scheduled training. If the training is not cancelled according to this policy, the district will be billed for the scheduled classroom or on-site training.

Expiration of Training Days: The customer may utilize Classroom and On-Site training days, included with the purchase of Skyward software, for a period of up to twelve (12) months. The twelve-month period will commence upon implementation of each respective software module. Training days not utilized within the twelve-month period will expire and are non-refundable.

Skyward software systems will be installed by Customer Service Representatives. Schools running on an existing network installed by any other than Skyward must have their technical support person at the site to provide any assistance during the software loading. If no one is available, Skyward will bill the district at the then-current rate.

Skyward PaC software only supports printers with drivers certified for the Windows Operating System. Skyward Web Based products like EA+ and Employee Access support print drivers that are certified for the Windows or Mac Operating System. Pre-printed forms for report cards can only be printed using supported laser printers.

Third Party Software and Hardware

Third party software and hardware proposals are for informational purposes only. Third party software and hardware prices should be verified by Customer prior to ordering software and hardware.

This proposal is being presented without a Technology Analysis from our Networking Engineers. Data gathered for this proposal was provided by your school district to Skyward. Any additional required services or hardware will be billed at our normal rates. To ensure accuracy we recommend a Skyward Technology Analysis be initiated prior to ordering.

In the event Skyward provides any third party software and/or hardware as part of this Agreement (i.e. Skyward procures, assembles, delivers and/or installs such software and hardware, or provides training), Customer agrees that it shall benefit by and be bound by any and all warranties, warranty limitations, license agreements, and any other rights and obligations provided by the third party software and/or hardware supplier to the purchasers and users of its products, whether provided in written or electronic format. Skyward will provide additional information on the manufacturers coverage and options upon request.

Skyward does not provide any warranties for third party software and hardware.

Payment Terms:

Professional Services

Installation and Training Services – Billed for all training and installation services upon installation of any Skyward programs onto Customer's system, 100% due 7/1/2017.

170712dtc

Customer agrees to the terms and conditions listed above and set forth in the Proposal(s).

Customer Signature

Printed Name

Date

John Selover

Date

Panhandle Area Educational Consortium

Executive Director

Herbert J. Taylor

Date

Washington County School Board

Superintendent

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3b

DATE OF SCHOOL BOARD MEETING: June 27, 2017

TITLE OF AGENDA ITEMS: First 12 month extension on Capital City Bank Construction Loan

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: To approve the first 12 month extension on the Capital City Construction Loan to pay next year's debt service that will become due and payable in the 2017-2018 fiscal year.

FUND SOURCE: Capital Funds

AMOUNT: Two bi-annual payments due November 1, 2017 and May 1, 2018 for a total of \$371,543.66

PREPARED BY: LaClarence Mays

POSITION: Budget Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMANS'S SIGNATURE: page(s) numbered

Be sure that the Comptroller has signed the budget page.

The School Board of Gadsden County, Florida
Revenue Anticipation Note, Series 2013 - Capital City Bank 2.76% Loan
Dated Date = 11/01/2013 Delivery Date = 11/01/2013

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
05/01/2014	-	162,056.83	162,056.83	2.760	2.760000	100.000000	23,805.00	185,861.83	-
11/01/2014	-	164,293.22	164,293.22	2.760	2.760000	100.000000	21,568.62	185,861.84	371,723.67
05/01/2015	-	166,560.46	166,560.46	2.760	2.760000	100.000000	19,301.37	185,861.83	-
11/01/2015	-	168,859.00	168,859.00	2.760	2.760000	100.000000	17,002.83	185,861.83	371,723.66
05/01/2016	-	171,189.25	171,189.25	2.760	2.760000	100.000000	14,672.58	185,861.83	-
11/01/2016	-	173,551.66	173,551.66	2.760	2.760000	100.000000	12,310.17	185,861.83	371,723.66
05/01/2017	-	175,946.68	175,946.68	2.760	2.760000	100.000000	9,915.16	185,861.84	-
11/01/2017	-	178,374.74	178,374.74	2.760	2.760000	100.000000	7,487.09	185,861.83	371,723.67
05/01/2018	-	180,836.31	180,836.31	2.760	2.760000	100.000000	5,025.52	185,861.83	-
11/01/2018	-	183,331.85	183,331.85	2.760	2.760000	100.000000	2,529.98	185,861.83	371,723.66
Total	-	1,725,000.00	1,725,000.00				133,618.32	1,858,618.32	1,858,618.32
Acc Int	-	-	-				-	-	-
Grand Ttl	-	1,725,000.00	1,725,000.00				133,618.32	1,858,618.32	1,858,618.32
TIC (Incl. all expenses) 3.36717049%		Average Coupon 2.76000003%		IRS Form 8038-G NIC = 2.760000% (with Adjstmnt of \$0.00).					
TIC (Arbitrage TIC) 2.76000003%		Average Life (yrs) ... 2.81		NIC = 2.760000% (with Adjstmnt of \$0.00).					
Bond Years 4.841.24		WAM (yrs) 2.806518							

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3c

DATE OF SCHOOL BOARD MEETING: June 27, 2017

TITLE OF AGENDA ITEMS: Approval of 2017-2018 fiscal year debt service payments with Sun Trust Bank

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: To approve the payment of the Construction Loan and Bus Lease Purchases 2017-2018 debt service with Sun Trust Bank

FUND SOURCE: Capital Funds

AMOUNT: Two bi-annual payments of \$100,683.31 each which are due on July 1, 2017 and January 1, 2018 for \$201,366.62
Bus Lease purchase one annual payment due January 20, 2016 totaling \$222,281.45

PREPARED BY: LaClarence Mays

POSITION: Budget Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMANS'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

Capital City
 Budget
 12/14

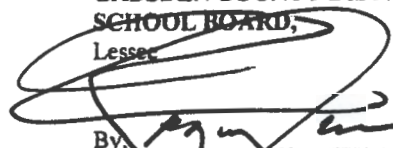
Lease Number: 09363
 Equipment Schedule: 01

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall be January 20, 2014. Lessor shall retain any interest or income accruing between the Funding Date and the date on which interest begins to accrue in accordance with the Payment Schedule more fully set forth below. The annual Interest rate applicable to the Equipment Group shall be 1.70%. The first Rental Payment is due on January 20, 2014 and subsequent payments are due annually as set forth below.

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Principal Balance</u>
1	01/20/14	222,281.45	222,281.45	0	852,585.55
2	01/20/15	222,281.45	207,787.50	14,493.95	644,798.05
3	01/20/16	222,281.45	211,319.89	10,961.56	433,478.16
4	01/20/17	222,281.45	214,912.33	7,369.12	218,565.83
<u>5</u>	<u>01/20/18</u>	<u>222,281.45</u>	<u>218,565.83</u>	<u>3,715.62</u>	<u>0</u>
	Totals	\$1,111,407.25	\$1,074,867.00	\$36,540.25	

GADSDEN COUNTY DISTRICT
 SCHOOL BOARD,
 Lessee

By: 
 Name: Reginald C. James
 Title: Superintendent of Schools
 Date: 4/27/14

* After payment of Rental Payment due on such date.

**The School Board of Gadsden County, Florida
 Remaining Principal Balances & Coverage Report
 Sales Tax Revenue Bond, Series 2013 - Sun Trust 3.28% Loan**

Dates	Principal Balance D/S	Maturing Amount	Principal Payment	Interest	Semi-Annual Total	Annual Total	Coverage x 1.100
10/31/2013	2,370,000.00						
01/01/2014	2,308,875.00	61,125.00	61,125.00	13,171.93	74,296.93		
07/01/2014	2,246,057.24	62,817.76	62,817.76	37,865.55	100,683.31	174,980.24	192,478.26
01/01/2015	2,182,209.27	63,847.97	63,847.97	36,835.34	100,683.31		
07/01/2015	2,117,314.18	64,895.08	64,895.08	35,788.23	100,683.31	201,366.62	221,503.28
01/01/2016	2,051,354.83	65,959.36	65,959.36	34,723.95	100,683.31		
07/01/2016	1,984,313.73	67,041.09	67,041.09	33,642.22	100,683.31	201,366.62	221,503.28
01/01/2017	1,916,173.17	68,140.57	68,140.57	32,542.75	100,683.32		
07/01/2017	1,846,915.10	69,258.07	69,258.07	31,425.24	100,683.31	201,366.63	221,503.29
01/01/2018	1,776,521.19	70,393.90	70,393.90	30,289.41	100,683.31		
07/01/2018	1,704,972.83	71,548.36	71,548.36	29,134.95	100,683.31	201,366.62	221,503.28
01/01/2019	1,632,251.07	72,721.76	72,721.76	27,961.55	100,683.31		
07/01/2019	1,558,336.68	73,914.39	73,914.39	26,768.92	100,683.31	201,366.62	221,503.28
01/01/2020	1,483,210.09	75,126.59	75,126.59	25,556.72	100,683.31		
07/01/2020	1,406,851.42	76,358.67	76,358.67	24,324.65	100,683.32	201,366.63	221,503.29
01/01/2021	1,329,240.47	77,610.95	77,610.95	23,072.36	100,683.31		
07/01/2021	1,250,356.71	78,883.77	78,883.77	21,799.54	100,683.31	201,366.62	221,503.28
01/01/2022	1,170,179.24	80,177.46	80,177.46	20,505.85	100,683.31		
07/01/2022	1,088,686.87	81,492.37	81,492.37	19,190.94	100,683.31	201,366.62	221,503.28
01/01/2023	1,005,858.03	82,828.85	82,828.85	17,854.46	100,683.31		
07/01/2023	921,670.79	84,187.24	84,187.24	16,496.07	100,683.31	201,366.62	221,503.28
01/01/2024	836,102.87	85,567.91	85,567.91	15,115.40	100,683.31		
07/01/2024	749,131.65	86,971.22	86,971.22	13,712.09	100,683.31	201,366.62	221,503.28
01/01/2025	660,734.10	88,397.55	88,397.55	12,285.76	100,683.31		
07/01/2025	570,886.83	89,847.27	89,847.27	10,836.04	100,683.31	201,366.62	221,503.28
01/01/2026	479,566.06	91,320.77	91,320.77	9,362.54	100,683.31		
07/01/2026	388,747.63	92,818.43	92,818.43	7,864.88	100,683.31	201,366.62	221,503.28
01/01/2027	292,406.98	94,340.65	94,340.65	6,342.66	100,683.31		
07/01/2027	196,519.14	95,887.84	95,887.84	4,795.47	100,683.31	201,366.62	221,503.28
01/01/2028	99,058.75	97,460.40	97,460.40	3,222.91	100,683.31		
07/01/2028	0.00	99,058.75	99,058.75	1,624.56	100,683.31	201,366.62	221,503.28
Totals		\$2,370,000.00	\$2,370,000.00	\$624,112.94	\$2,994,112.94	\$2,994,112.94	\$3,293,524.23

GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 TEACHERS
 PAY TYPE 12

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/7/2017	8/18/2017	10	8/18/2017	9/8/2017
8/21/2017	9/15/2017	19	9/15/2017	10/10/2017
9/18/2017	10/13/2017	20	10/13/2017	11/9/2017
10/16/2017	11/9/2017	19	11/9/2017	12/8/2017
11/13/2017	12/1/2017	12	12/1/2017	1/10/2018
12/4/2017	1/12/2018	21	1/12/2018	2/9/2018
1/16/2018	2/9/2018	19	2/9/2018	3/9/2018
2/12/2018	3/9/2018	20	3/9/2018	4/10/2018
3/19/2018	4/13/2018	20	4/13/2018	5/10/2018
4/16/2018	5/11/2018	20	5/11/2018	6/8/2018
5/14/2018	6/5/2018	16	6/8/2018	6/28/2018

196

TEACHERS WILL RECEIVE THEIR LAST TWO (11TH & 12TH) CHECKS ON

6/28/2017

NON-PAID HOLIDAYS

- Sept. 4
- Nov. 10
- Nov. 22-24
- Dec. 20-29
- Jan. 1
- Jan. 15
- Mar. 12-16
- May. 28

PAID HOLIDAYS

- Nov. 20-21
- Dec. 18-19
- Mar. 30
- Jun. 5

GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 PARA PROFESSIONS
 PAY TYPE 15

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/7/2017	8/11/2017	5	8/11/2017	8/31/2017
8/14/2017	9/8/2017	19	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	20	11/3/2017	11/30/2017
11/6/2017	11/17/2017	9	11/17/2017	12/15/2017
11/27/2017	1/5/2018	19	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	19	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	5/18/2018	10	5/18/2018	6/8/2018
5/21/2018	6/5/2018	11	6/8/2018	6/28/2018
		191		

PARA PROFESSIONALS WILL RECEIVE THEIR LAST CHECK ON

6/28/2018

NON-PAID HOLIDAYS

- Sept. 4
- Nov. 10
- Nov. 20-24
- Dec. 18-29
- Jan. 1
- Jan. 15
- Mar. 12-16
- Mar. 30
- May. 28

**GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 12 MONTH EMPLOYEES
 PAY TYPES 20 & 22**

PAY PERIOD	DAYS	REPORTS DUE	CHECKS ISSUED	
7/3/2017	7/14/2017	9	7/14/2017	7/31/2017
7/17/2017	8/11/2017	20	8/11/2017	8/31/2017
8/14/2017	9/8/2017	19	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	20	11/3/2017	11/30/2017
11/6/2017	11/21/2017	11	11/21/2017	12/15/2017
11/27/2017	1/5/2018	23	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	20	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	6/29/2018	39	6/15/2018	6/28/2018

240

12 MONTH EMPLOYEES WILL RECEIVE THEIR LAST CHECK

6/28/2018

NON-PAID HOLIDAYS

- July. 4
- Sept. 4
- Nov. 10
- Nov. 22-24
- Dec. 22-29
- Jan. 1
- Jan. 15
- Mar. 12-16
- May. 28

GADSDEN COUNTY PUBLIC SCHOOLS

2017-18

11 MONTH EMPLOYEES

PAY TYPE 25

ASSISTANT CUSTODIANS, & 11 MONTH SECRETARIES

PAY TYPE 35

ASSISTANT PRINCIPALS, PYSCHOLGISTS & THERAPIES

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/1/2017	8/11/2017	9	8/11/2017	8/31/2017
8/14/2017	9/8/2017	19	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	20	11/3/2017	11/30/2017
11/6/2017	11/21/2017	11	11/21/2017	12/15/2017
11/27/2017	1/5/2018	23	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	20	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	6/21/2018	33	6/15/2018	6/28/2018

214

12 MONTH EMPLOYEES WIL RECEIVE THEIR LAST CHECK

6/28/2018

NON-PAID HOLIDAYS

- July. 4
- Sept. 4
- Nov. 10
- Nov. 22-24
- Dec. 22-29
- Jan. 1
- Jan. 15
- Mar. 12-16
- May. 28

GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 VISITING TEACHRS/SOCIAL WORKERS
 Pay Type 30

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/7/2017	8/11/2017	5	8/11/2017	8/31/2017
8/14/2017	9/8/2017	19	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	20	11/3/2017	11/30/2017
11/6/2017	11/17/2017	9	11/17/2017	12/15/2017
11/27/2017	1/5/2018	19	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	19	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	5/18/2018	10	5/18/2018	6/8/2018
5/21/2018	6/7/2018	13	6/8/2018	6/28/2018
		193		

VISITING TEACHERS/SOCIAL WORKERS WILL RECEIVE THEIR LAST CHECK ON **6/28/2018**

NON-PAID HOLIDAYS

- Sept. 4
- Nov. 10
- Nov. 20-24
- Dec. 18-29
- Jan. 1
- Jan. 15
- Mar. 12-16
- Mar. 30
- May. 28

GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 10 MONTH EMPLOYEES
 PAY TYPE 38

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/7/2017	8/11/2017	5	8/11/2017	8/31/2017
8/14/2017	9/8/2017	19	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	20	11/3/2017	11/30/2017
11/6/2017	11/17/2017	9	11/17/2017	12/15/2017
11/27/2017	1/5/2018	19	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	19	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	5/18/2018	10	5/18/2018	6/8/2018
5/21/2018	6/11/2018	15	6/8/2018	6/28/2018
		195		

10 MONTH EMPLOYEES WILL RECEIVED THEIR LAST CHECK ON

6/28/2018

NON-PAID HOLIDAYS

- Sept. 4
- Nov. 10
- Nov. 20-24
- Dec. 18-29
- Jan. 1
- Jan. 15
- Mar. 12-16
- Mar. 30
- May. 28

GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 FOOD SERVICE WORKERS
 PAY TYPE 40

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/11/2017	8/11/2017	1	8/11/2017	8/31/2017
8/14/2017	9/8/2017	19	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	19	11/3/2017	11/30/2017
11/6/2017	11/17/2017	9	11/17/2017	12/15/2017
11/27/2017	1/5/2018	18	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	18	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	5/18/2018	10	5/18/2018	6/8/2018
5/21/2018	6/4/2018	10	6/8/2018	6/28/2018
		183		

FOOD SERVICE WORKERS WILL RECEIVE THEIR LAST CHECK ON

6/28/2018

NON-PAID HOLIDAYS

- Sept. 4
- Oct. 16
- Nov. 10
- Nov. 20-24
- Dec. 18-29
- Jan. 1
- Jan, 2
- Jan. 15
- Mar. 9
- Mar. 12-16
- Mar. 30
- May. 28

GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 FOOD SERVICE MANAGER
 PAY TYPE 42

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/10/2017	8/11/2017	2	8/11/2017	8/31/2017
8/14/2017	9/8/2017	19	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	19	11/3/2017	11/30/2017
11/6/2017	11/17/2017	9	11/17/2017	12/15/2017
11/27/2017	1/5/2018	18	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	18	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	5/18/2018	10	5/18/2018	6/8/2018
5/21/2018	6/5/2018	11	6/8/2018	6/28/2018

185

FOOD SERVICE MANAGERS WILL RECEIVE THEIR LAST CHECK ON 6/28/2018

NON-PAID HOLIDAYS

- Sept. 4
- Oct. 16
- Nov. 10
- Nov. 20-24
- Dec. 18-29
- Jan. 1
- Jan, 2
- Jan. 15
- Mar. 9
- Mar. 12-16
- Mar. 30
- May. 28

**GADSDEN COUNTY PUBLIC SCHOOLS
 2017-18 BUS DRIVERS
 PAY TYPE 50**

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
8/14/2017	8/14/2017	1	8/11/2017	8/31/2017
8/15/2017	9/8/2017	18	9/8/2017	9/29/2017
9/11/2017	10/6/2017	20	10/6/2017	10/31/2017
10/9/2017	11/3/2017	19	11/3/2017	11/30/2017
11/6/2017	11/17/2017	9	11/17/2017	12/15/2017
11/27/2017	1/5/2018	18	1/5/2018	1/31/2018
1/8/2018	2/2/2018	19	2/2/2018	2/28/2018
2/5/2018	3/2/2018	20	3/2/2018	3/30/2018
3/5/2018	4/6/2018	19	4/6/2018	4/30/2018
4/9/2018	5/4/2018	20	5/4/2018	5/31/2018
5/7/2018	5/18/2018	10	5/18/2018	6/8/2018
5/21/2018	5/31/2018	7	6/8/2018	6/28/2018
		180		

BUS DRIVERS WILL RECEIVE THEIR LAST CHECK ON

6/28/2018

NON-PAID HOLIDAYS

- Sept. 4
- Oct. 16
- Nov. 10
- Nov. 20-24
- Dec. 18-29
- Jan. 1
- Jan, 2
- Jan. 15
- Mar. 9
- Mar. 12-16
- Mar. 30
- May. 28

**PAYROLL CHECK SCHEDULE 2017-18
GADSDEN COUNTY SCHOOL BOARD**

RUN NO.	SEND OUT TIME SHEETS	TIME SHEETS TO BE RETURNED	COMPLETE PAYROLL	PRE-NOTE DATE	PAY CHECKS ISSUED
071		NO TIME SHEETS	(DROP PAYMENTS)	NO DD	7/13/2017
072	7/7/2017	7/14/2017	7/26/2017	7/27/2017	7/31/2017
082	8/4/2017	8/11/2017	8/28/2017	8/29/2017	8/31/2017
091	8/11/2017	8/18/2017	9/5/2017	9/6/2017	9/8/2017
092	9/1/2017	9/8/2017	9/26/2017	9/27/2017	9/29/2017
101	9/8/2017	9/15/2017	10/5/2017	10/6/2017	10/10/2017
102	9/29/2017	10/6/2017	10/26/2017	10/27/2017	10/31/2017
111	10/6/2017	10/13/2017	11/6/2017	11/7/2017	11/9/2017
112	10/27/2017	11/3/2017	11/27/2017	11/28/2017	11/30/2017
121	11/3/2017	11/9/2017	12/5/2017	12/6/2017	12/8/2017
122	11/9/2017	11/21/2017	12/12/2017	12/13/2017	12/15/2017
011	11/17/2017	12/1/2017	1/5/2018	1/8/2018	1/10/2018
012	12/15/2017	1/5/2018	1/26/2018	1/29/2018	1/31/2018
021	1/5/2018	1/12/2018	2/6/2018	2/7/2018	2/9/2018
022	1/26/2018	2/2/2018	2/23/2018	2/26/2018	2/28/2018
031	2/2/2018	2/9/2018	3/7/2018	3/6/2018	3/9/2018
032	2/23/2018	3/2/2018	3/27/2018	3/28/2018	3/30/2018
041	3/2/2018	3/9/2018	4/5/2018	4/6/2018	4/10/2018
042	3/30/2018	4/6/2018	4/25/2018	4/26/2018	4/30/2018
051	4/6/2018	4/13/2018	5/7/2018	5/8/2018	5/10/2018
052	4/27/2018	5/4/2018	5/25/2018	5/29/2018	5/31/2018
061	5/4/2018	5/11/2018	6/5/2018	6/6/2018	6/8/2018
062	6/8/2018	6/15/2018	6/25/2018	6/26/2018	6/28/2018
063	5/25/2018	6/8/2018	6/25/2018	6/26/2018	6/28/2018
064		NO TIME SHEETS	6/25/2018	6/26/2018	6/28/2018

GADSDEN COUNTY SCHOOL BOARD

SALARY SCHEDULE

2017-2018

Roger P. Milton
Superintendent of Schools
35 Martin L. King, Jr. Blvd.
Quincy, Florida 32351
850.627.9651 Fax: 850.627.2760
<http://www.gcps.k12.fl.us>

AUDREY LEWIS
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

STEVE SCOTT
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

TYRONE D. SMITH
DISTRICT NO. 5
QUINCY, FL 32353

ADMINISTRATIVE/ADMINISTRATIVE SUPPORT

	Pay Grade	Min. Salary	Max. Salary
Electronics Technician, Instructional Media, Recruiter/Counselor, Single/Displaced Homemaker	1	\$29,815.41	\$35,262.05
AmeriCorps Program Coordinator, Coordinator of Custodial Services, Data Processing Coordinator, Homeless Liaison Coordinator, Human Resource Specialist, Inventory Control Specialist, Pre-K Resource Coordinator	2	\$36,237.46	\$50,287.69
AmeriCorps Program Director, Audiologist/Social Services Community Affairs/Public Relations, Coordinating Specialist, Coordinator, Occupational Therapist, Physical Therapist, Program Specialist, Psychologist, *Safety/Investigation Coordinator, Social Worker, Technology Specialist, Technology Training Specialist, Visiting Teacher	3	\$42,869.63	\$65,742.84
Assistant Principal	4	\$44,644.32	\$59,227.06
Assistant Comptroller	5	\$54,975.22	\$73,759.33
School Principal Elementary	5	\$60,976.00	\$74,366.00
Middle		\$64,066.00	\$77,456.00
High school		\$68,186.00	\$81,576.00
Supervisor	6	\$55,704.46	\$73,144.42
Director	7	\$61,328.26	\$74,696.63
Assistant Superintendent	8	\$66,775.93	\$79,906.37
Deputy Superintendent	9	\$72,221.54	\$85,478.67

NON-INSTRUCTIONAL SALARY SCHEDULE - CLASSIFIED EMPLOYEES

POSITION	NO. DAYS	YEARS						
		0	1-3	4-7	8-11	12-15	16-19	20 UP
Food Service Manager (1-500 Average Daily Participation)	185	\$ 16,124.65	\$ 17,286.49	\$ 18,996.29	\$ 19,601.93	\$ 20,760.68	\$ 22,236.00	\$ 23,363.00
Food Service Manager (551 Up Average Daily Participation)	185	\$ 17,109.33	\$ 18,268.08	\$ 19,425.80	\$ 20,584.55	\$ 21,744.33	\$ 22,903.08	\$ 24,063.89
Secretary I Elementary School Secretary	240	\$ 23,101.60	\$ 23,833.11	\$ 24,563.61	\$ 25,297.14	\$ 26,024.61	\$ 26,756.12	\$ 27,484.60
Secretary II Middle School Secretary								
Computer Operator I	240	\$ 23,627.28	\$ 24,359.79	\$ 25,089.29	\$ 25,820.80	\$ 26,551.30	\$ 27,281.80	\$ 28,014.32
Secretary III Senior High School Secretary								
Certification Specialist	240	\$ 24,557.55	\$ 25,288.06	\$ 26,018.56	\$ 26,750.07	\$ 27,478.55	\$ 28,211.07	\$ 28,939.55
Executive Secretary I Office Manager								
Computer Operator II	240	\$ 25,714.85	\$ 26,447.37	\$ 27,174.85	\$ 27,909.38	\$ 28,639.89	\$ 29,367.36	\$ 30,100.89
Executive Secretary II Staff Assistant								
Personnel Specialist	240	\$ 26,362.62	\$ 27,093.12	\$ 27,826.65	\$ 28,554.12	\$ 29,286.64	\$ 30,016.13	\$ 30,748.65
Account Clerk I Computer Operator III	240	\$ 27,960.84	\$ 28,689.93	\$ 29,421.84	\$ 30,152.35	\$ 30,881.84	\$ 31,614.36	\$ 32,341.83
Account Clerk II Pre-K Program Assistant	240	\$ 29,010.18	\$ 29,743.71	\$ 30,472.19	\$ 31,203.70	\$ 31,932.19	\$ 32,663.70	\$ 33,393.19
Account Clerk III Executive Secretary to Supt. & Board	240	\$ 31,099.78	\$ 31,830.28	\$ 32,560.78	\$ 33,290.27	\$ 34,019.76	\$ 34,752.28	\$ 35,482.79
Administrative Assistant Computer Programmer Information Service Specialist Chief Account Clerk Warehouse Foreman	240	\$ 35,817.77	\$ 37,058.81	\$ 38,301.87	\$ 39,546.96	\$ 40,793.04	\$ 42,040.14	\$ 43,282.20

Part-Time Employees: Salary Range = Minimum Wage to \$12.00 per hour.

Salaries shown are annual amounts based on the number of days indicated. Positions requiring less work days than those shown will be paid based on the daily rate for the classification times the number of days employed during the regular employment period. All salaries are based on eight (8) hours per day of employment.

The Superintendent may recommend that a new employee be credited with a maximum of ten years of previous experience, based upon the individual's job training and/or knowledge of the position for which employed.

The Superintendent may recommend that an employee be placed in a lower step than to which he/she might normally be placed, or held at the salary paid for the previous year, based upon limited experience and/or failure to perform his/her duties in a satisfactory manner.

MISCELLANEOUS SALARY SCHEDULE

SUBSTITUTE TEACHERS

	PER DAY	PER HOUR
Masters Degree or Equivalent	\$72.10	\$9.8363
Bachelors Degree or Equivalent	\$66.95	\$9.1336
Associate Degree or Equivalent	\$60.78	\$8.2915
Less than Two Years of College	\$60.78	\$8.2915

WORKSHOPS: - All daily rates based on 6 hours participation

Instructional: Participants will be paid their normal hourly salary rate for workshops conducted after hours and on weekends.

Conducting Workshop/Consultant		\$52.00
--------------------------------	--	---------

***Workshops and Special Duty Funded by Special Grants:**

Participants may be paid up to but not to exceed their normal hourly salary rate, as called for in the specific grant.

Non-Instructional:

School Food Service Managers		\$62.00
All Other Non-Instructional Employees		\$52.00
Conducting Workshop/Consultant		\$52.00

SUBSTITUTE BUS DRIVERS:

\$38.00

NON-INSTRUCTIONAL SUBSTITUTES OTHER THAN BUS DRIVERS:

MINIMUM WAGE

HALF TIME EMPLOYEES: Half time employees will be expected to work one-half of the hours normally expected of a full time employee in the same work assignment. Salary will be one-half that of the full time position. Half time employees will earn retirement and social security benefits only. Half time employees are not eligible for annual leave or sick leave pursuant to School Board Policies 6.541, 6.543, and 6.549.

ADULT EDUCATION: All salaries paid at hourly rate according to applicable salary schedule for the current school term.

COMMUNITY EDUCATION/AFTER SCHOOL : Salary Range: Minimum Wage to \$12.00 per hour

SUMMER SCHOOL: All salaries paid at hourly rate according to applicable salary schedule for the preceding school term.

INSTRUCTIONAL SALARY SCHEDULE

Years	Salary Schedule
0	\$33,000.00
1	\$33,500.00
2	\$34,000.00
3	\$34,500.00
4	\$35,000.00
5	\$35,500.00
6	\$36,000.00
7	\$36,500.00
8	\$37,000.00
9	\$37,500.00
10	\$38,000.00
11	\$38,500.00
12	\$39,000.00
13	\$39,500.00
14	\$40,000.00
15	\$40,500.00
16	\$41,000.00
17	\$41,500.00
18	\$42,000.00
19	\$42,500.00
20	\$43,200.00
21	\$43,900.00
22	\$44,600.00
23	\$45,300.00
24	\$46,000.00
25	\$46,700.00
26	\$47,400.00
27	\$48,100.00
28+	\$49,500.00
Effective date July 1, 2016	

Years of Service frozen as of March 1, 2016

The future use of this salary schedule is contingent upon receiving sufficient funds from the state designated for salaries. If the Florida Legislature changes the salary and benefits appropriation or moves these funds into another appropriation in subsequent years, then this action shall result in renegotiations of salaries for that year.

SALARY SUPPLEMENTS

Position	Activity	% of B-O	2016-17
Athletic Director	Senior High	5%	\$1,650.00
	Middle School	4%	\$1,320.00
Head Coach	Football - Sr. High	10%	\$3,300.00
	Football - Middle	9%	\$2,970.00
	Basketball - Sr. High	9%	\$2,970.00
	Basketball - Middle	6%	\$1,980.00
	Baseball - Sr. High	6%	\$1,980.00
	Baseball - Middle	4%	\$1,320.00
	Softball - Sr. High	6%	\$1,980.00
	Softball - Middle	4%	\$1,320.00
	Volleyball - Sr. High	6%	\$1,980.00
	Volleyball - Middle	4%	\$1,320.00
	Track & Field - Sr. High	6%	\$1,980.00
	Cross Country	6%	\$1,980.00
	Weightlifting - Sr. High	4%	\$1,320.00
	Wrestling - Sr. High	4%	\$1,320.00
	Track & Field - Middle	4%	\$1,320.00
	Golf	4%	\$1,320.00
Tennis	4%	\$1,320.00	
Soccer	6%	\$1,980.00	
Assistant Coaches	Football - Sr. High	7%	\$2,310.00
	Football - Middle	6%	\$1,980.00
	Basketball - Sr. High	6%	\$1,980.00
	Volleyball - Sr. High	4%	\$1,320.00
	Baseball - Sr. High	4%	\$1,320.00
	Softball - Sr. High	4%	\$1,320.00
	Track - Sr. High	4%	\$1,320.00
Other Positions	Band Director - Sr. High	6%	\$1,980.00
	if Chorus also, add	4%	\$1,320.00
	Choral Director - Sr. High	5%	\$1,650.00
	Band Director - Middle	5%	\$1,650.00
	if Chorus also, add	3%	\$990.00
	Choral Director - Middle	4%	\$1,320.00
	Band Director - Middle	3%	\$990.00
	Band Assistant	4%	\$1,320.00
	Majorette Sponsor - Sr. High	4%	\$1,320.00
	Varsity Cheerleader Sponsor - Sr. High	5%	\$1,650.00
	Jr. Varsity Cheerleader Sponsor - Sr. High	4%	\$1,320.00
	Cheerleader Sponsor - Middle	4%	\$1,320.00
	Special Olympics Coordinator	4%	\$1,320.00
Newspaper Sponsor - Sr. High/Middle	3%	\$990.00	
Yearbook Sponsor - Sr. High/Middle	3%	\$990.00	
Student Council Sponsor - Sr. High	3%	\$990.00	
Student Council Sponsor - Middle	3%	\$990.00	

Advanced Degrees	*Master's Degree		\$1,268.00
	*Specialist Degree		\$1,819.00
	*Doctorate Degree		\$2,481.00

*F.S. 1012.22(3) – Advanced Degrees – A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement.

The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee shall be advisory in nature and devise its own internal working procedure. The committee will address the following: supplemental salary schedule to determine positions warranting supplemental pay, supplements to be paid for such positions, and duties/expectations for supplemental positions. The committee shall make a recommendation to the Superintendent.

**GUIDE TO POSITIONS FOR APPENDIX A:
NON-INSTRUCTIONAL SALARY SCHEDULE,
DISTRICT/SCHOOL LEVEL, 2015-2017**

PAY GRADE 1:	Educational Aide, Clerical Assistant, Media Assistant, Parent Liaison, ESE Self Help Assistant-No College
PAY GRADE 2:	Educational Paraprofessional, Clerical Assistant, Media Assistant -AA Degree or Equiv.
PAY GRADE 3:	Educational Paraprofessional, Clerical Assistant, Media Assistant -Bachelors Degree
PAY GRADE 4	Custodial Assistant, Bus Attendant
PAY GRADE 5:	Lead Custodian, Mechanic I, Warehouse Worker, Maintenance Assistant
PAY GRADE 6:	Bus Driver
PA Y GRADE 7:	Cafeteria Worker
PAY GRADE 8:	Assistant Cafeteria Manager
PAY GRADE 9:	Receptionist-Xerox, Assistant Secretary
PAY GRADE 10:	Secretary I
PAY GRADE 11:	Secretary II
PAY GRADE 12	Routing, Parts & Inventory Specialist, Maintenance Worker
PAY GRADE 13	Parts Manager, Mechanic II,
PAY GRADE 14	Audio Visual Equip. Technician, Boiler Mechanic, Electrician, Plumber, AC/Refrig.- Mechanic, Fire & Safety Inspector, Head Mechanic, Carpenter
PAY GRADE 15	Lead Plumbing/Gas Mechanic, Lead Electrician, Lead HVAC Refrigeration Mechanic, Lead Boiler Mechanic and Lead Carpenter

Salaries are annual amounts based on the number of days indicated. Positions requiring less work days than those shown will be paid based on the salary rate for the classification times the number of days employed during the regular employment period.

Salaries for food service employees are based on 7.5 hours per day. Rates for food service employees who are hired to work less than 7.5 hours per day shall be determined by dividing the applicable annual rate by 183 days and by 7.5 hours per day, then multiplying the hourly rate times the hours and days to be worked. Hours worked by school food service employees shall be at the discretion of the School Food Service Supervisor.

Cafeteria workers and assistant managers who were certified by the Florida School Food Service Association during the prior school year shall be paid \$150.00 bonus in August of the new school year, provided they are reemployed and included on the current membership roster of the Florida School Food Service Association.

Lunch is provided for school food service employees for 180 school days. One breakfast is provided for school food service employees who work in the breakfast program.

Non-instructional Personnel will receive their step increases based upon completed years of experience and one classification, as verified by the District, each year beginning July 1 as reflected in the salary schedule in Appendix A.

The Superintendent may recommend that a new employee be credited with a maximum of five years of previous experience, based upon the individual's job training and/or knowledge of the position for which employed. The Superintendent may recommend that an employee be placed in a lower step than to which he/she might normally be placed, or held at the salary paid for the previous year, based upon limited experience and/or failure to perform his/her duties in a satisfactory manner.

**NON-INSTRUCTIONAL SALARY SCHEDULE
DISTRICT/SCHOOL-LEVEL
2015-2017**

	T C H R A I D E	T C H R A I D E	T C H R A I D E	O T H T R A N S	C U S T O D I A N	D R I V E R S	F O O D P R E P	F O O D S U P V	R E C E P T I O N	S E C R E T A R Y	S E C R E T A R Y	O T H M A I N T	M E C H A N I C	T E C H N I C I A N	O T H M A I N T
PAYGRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
STEP															
0	16446	17265	18358	16993	20107	10709	13826	14973	23002	23822	24368	23275	27646	28739	33862
1	16610	17430	18522	17156	20282	10899	13941	15088	23232	24062	24642	23647	28083	29231	34922
2	16774	17592	18685	17320	20456	11092	14056	15203	23460	24302	24915	24018	28520	29722	35983
3	16937	17757	18850	17483	20630	11283	14171	15318	23690	24543	25188	24390	28957	30214	37044
4	17102	17921	19014	17648	20805	11473	14285	15434	23920	24783	25461	24761	29394	30705	38103
5	17265	18054	19178	17812	20980	11665	14400	15548	24149	25024	25735	25133	29832	31198	39164
6	17430	18249	19341	17976	21155	11856	14515	15662	24378	25264	26006	25504	30269	31689	40224
7	17592	18424	19506	18139	21330	12048	14629	15777	24609	25504	26280	25876	30705	32181	41284
8	17757	18576	19669	18304	21504	12238	14744	15892	24837	25745	26553	26247	31143	32673	42345
9	17921	18741	19834	18467	21679	12429	14859	16017	25067	25985	26827	26619	31580	33165	43405
10	18085	18905	19996	18632	21855	12622	14973	16121	25297	26226	27099	26990	32017	33656	44466
11	18249	19068	20161	18794	22030	12812	15088	16236	25526	26466	27373	27362	32454	34149	45526
12	18413	19232	20325	18959	22205	13004	15203	16350	25755	26706	27646	27733	32891	34640	46587
13	18576	19396	20489	19123	22379	13194	15318	16465	25985	26947	27920	28106	33328	35131	47648
14	18741	19560	20653	19287	22554	13387	15434	16581	26215	27187	28192	28476	33765	35623	48758
15	18905	19725	20817	19451	22729	13577	15548	16695	26444	27428	28466	28848	34202	36115	49768
16	19068	19887	20980	19615	22904	13768	15662	16810	26673	27668	28739	29219	34640	36606	50828
17	19232	20052	21418	19996	23384	13960	15777	16924	27319	27908	29012	30050	35077	37590	51910