GENESEO

COMMUNITY UNIT
SCHOOL DISTRICT #228

Where the *future* grows.

Mr. Sutton

Please find the attached documents pertaining to your FOIA request received by the Geneseo CUSD #228 on January 26, 2021.

The District currently does not have the following contracts or agreements in place:
- o Mobile app provider. The District does not contract this service.
- o Website content management. The District self-hosts this service.

The District has agreements in place for the following services:
- o Alert and notification provider, *Intrado* (formerly *School Messenger*).

- o Learning Management System, *Skyward.*

Thank you, the District will consider this FOIA request fulfilled.

Tim Gronski
Chief School Business Official
Geneseo CUSD 228

attachments

TORT (handwritten)

Intrado
SchoolMessenger

Intrado Interactive Services Corporation
Phone: 888-527-5225 | Fax: 800-360-7732

Invoice

Date	8/7/2020
Invoice #	124007

Bill To

Accounts Payable
Geneseo Community Unit #228
648 N. Chicago St.
Geneseo IL 61254
United States

Ship To

Item	Quantity	Description	Unit Price	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service 2020-2021	7,995.49	7,995.49

(handwritten stamp) PAID SEP 10 2020 $ 7995.49 CHECK # 100807

(handwritten) INTRADO OOO $7995.49

(handwritten) School Messenger

(handwritten) 9/ 80·E·000·2367.3800

Please make checks payable to: Intrado Interactive Services Corporation.

Total	7,995.49
Amount Due	$7,995.49

Remit Payment to:

Intrado Interactive Services Corporation
EDUCATION DIVISION
PO BOX 74007082
Chicago, IL 60674-7082

(handwritten) sent here

Beneficiary Account No: 334037144268
Routing #:   061000052

Terms	Net 30
Due Date	9/6/2020
PO #	Quote #116537

The terms and conditions available at https://www.west.com/legal-privacy/webterms/ apply to this Invoice, unless the parties have entered into a separate mutually executed agreement

HOSTED SOFTWARE AGREEMENT

This agreement (the "Agreement") is made and entered into on this 24th day of May, 2007, by and between Skyward, Inc., a Wisconsin Corporation, with its principal offices located at 5233 Coye Drive, Stevens Point, Wisconsin, 54481, (hereinafter referred to as "Skyward"), Integrated Systems Corporation, a Wisconsin corporation, with its principal offices located at 10325 North Port Washington Road, Mequon, Wisconsin, 53092, (hereinafter referred to as "ISCorp"), and Geneseo School District, an Illinois School District, whose principal office is located at 209 S College, Geneseo, Illinois 61254 (hereinafter referred to as "Customer").

WHEREAS, Skyward is a computer software developer who has granted to ISCorp, a license to host Skyward Software (the "Software") for the duration of the Agreement for the purpose of delivering the Skyward software as a hosted service (the "Services") to the Customer; and

WHEREAS, ISCorp is an Application Service Provider ("ASP") who is in the business of providing services for server and application hosting, management and operations; and

WHEREAS, the Customer has made a request for a proposal and received from Skyward and ISCorp the following proposal: Proposal #07-1020B-cb, regarding Customer's desire to make use of Skyward software through ISCorp's services. The proposals are attached and incorporated herein by reference; and

WHEREAS, the Customer has carefully reviewed the above proposals submitted by Skyward and ISCorp and clearly understands the products or services to be provided by each as outlined therein as it relates to both Skyward and ISCorp including the description, the capability, and the pricing of said products and services, and agrees, acknowledges, and accepts the same; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, agreements, and obligations herein, Skyward, ISCorp and Customer hereby agree as follows:

Section I. Term

1. PRODUCT. Subject to the terms and conditions hereof, Skyward having granted a license to ISCorp to host Skyward software for the duration of the contract term, Customer hereby agrees to purchase from Skyward, the services described herein and stated in Proposal #07-1020B-cb, which shall be hosted by ISCorp.

2. This Agreement shall commence on the first Date of Use of the Skyward Application and shall remain in effect for 3 years (the "Initial Term") from said date, unless otherwise terminated earlier pursuant to Section VI hereof. Thereafter, it shall be automatically renewed for additional 1 year periods ("Renewed Terms") unless 60 days notice is given prior to the end of the Initial Term or Renewed Term, or is otherwise terminated as set forth in Section VI. Customer's rights in the software pursuant to this Agreement are expressly limited to the use of the software by Customer through ISCorp. Customer shall not give, provide, assign, sublease, or otherwise transfer Customer's rights under this Agreement without the prior written consent of Skyward and ISCorp.

Section II. Prices and Charges

1. CHARGES. The Customer agrees to pay charges as specified in Proposal #07-1020B-cb. Payment is due in U.S. Dollars prior to the beginning of each payment period. (i.e. Annual payments are due prior to the beginning of the year to which they apply.) Failure to make timely payments may result in Customer being declared in breach of the Agreement and result in termination as described in Section IV.

2. INVOICING. Skyward will invoice the customer for the entire Software, Services and Annual License Fee upon district accessing the Skyward software through ISCorp supplied Login and Passwords. ISCorp to invoice the Customer throughout the term of the contract. Payment is due on the first day of each month in advance for monthly services.

3. INTEREST CHARGE. Customer acknowledges that the monetary obligations of Customer to Skyward herein constitute a commercial account. Wisconsin Statutes 66.285 and 66.286 (Wisconsin Statutes 1999-2000) shall govern the monetary transactions between Skyward and Customer. As a result, the 12% interest rate for late payments as indicated at Wisconsin Statute 71.82(1)(a) shall apply.

4. TAXES. Customer agrees to pay any taxes related to the purchase of the hosted Software Service that the state or federal government has required ISCorp and/or Skyward to collect. (Example: If a law is passed adding a 5% tax to all electronic services on the internet, and this law is determined to apply to this service and Customer is not exempt, then the Customer will have this 5% tax added to their regular bill and will pay it accordingly.) The Customer shall not deduct from payments to Skyward, any amounts paid to third parties, however designated.

Section III. Training and User Materials

1. TRAINING. Skyward shall provide the Customer's personnel with training and instruction concerning the operation and use of the System in accordance with Proposal #07-1020B-cb.

2. USER MATERIALS. Skyward will furnish Customer with any documentation and other materials, including user manuals, that are necessary for Customer to operate and use the System

Section IV. Ownership, Confidentiality, and Liability

1. RESERVATION OF TITLE.

    A. Title to the Software and other products contained herein shall remain with Skyward. This Agreement does not affect any transfer of title in the Software (or any materials furnished or produced in connection with the Software) including specifications, input formats, source codes, and user manuals. ISCorp and Customer acknowledge that the Application Software constitutes a valuable asset to Skyward and agrees to hold all such Skyward software and products strictly confidential in accordance with Section IV, Paragraph 2 of this Agreement. Customer acknowledges that (a) the software (and all materials furnished or produced in connection with the software), including without limitation, the design and input data formats, contain trade secrets entrusted to Customer under this Agreement for use only in the manner expressly permitted hereby, and (b) Skyward and its predecessors in ownership claims and reserves all rights and benefits afforded under federal law in the software as an unpublished copyrighted work, and (c) Customer shall not, alter, reverse engineer, decompile, or copy any Skyward software or products, except that Customer may reproduce machine readable object code portions for back-up purposes and implementation of new releases, and Customer shall not, remove, alter, cover or obfuscate any copyright notices or other proprietary right notices placed or imbedded on or in any part of the Skyward software or products or related documentation.

    B. All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by ISCorp as part of this Agreement remain the property of ISCorp. ISCorp shall retain title to all rights in all intellectual property provided by ISCorp hereunder including, but not limited to, any know-how related to ISCorp provided products or services, such as the hardware, software, customizations, practices, and any other technologies used by ISCorp.

2. PRESERVATION OF SECRECY AND CONFIDENTIALITY; RESTRICTION ON ACCESS. Customer shall devote commercially reasonable effort to ensure and protect the software (and all materials furnished or produced in connection with the software) as trade secrets of Skyward, and Customer shall devote its commercially reasonable efforts to ensure that all Customer's personnel protect the software as trade secrets to any other person, firm, organization, or employee that does not need (consistent with Customer's right of use hereunder) to obtain access to the software and the materials provided to Customer in connection with the software.

3. ISCORP CONFIDENTIAL INFORMATION. The performance of the duties contemplated under this Agreement and any associated Schedules or statements of work may require Customer and/or Skyward to have access to information concerning ISCorp's business affairs, customers, finances, properties, procedures, operations, techniques, trade secrets or other proprietary or business information (collectively referred to as the "ISCorp Confidential Information"). Customer will not, directly or indirectly, use, disclose, or cause to be disclosed, any ISCorp Confidential Information for any reason other than to carry out those purposes contemplated by this Agreement and any associated Schedules or statements of work, except where compelled by law or securities requirements to disclose. Customer agrees that the restrictions described in this section will remain in force during the term of this Agreement and thereafter unless and until such time as the ISCorp Confidential Information becomes generally available to the public through no fault of Customer. Customer and Skyward further agree to require its employees and agents to protect the ISCorp Confidential Information in accordance with the terms of this Agreement. Skyward and Customer acknowledge that the unauthorized use, disclosure or duplication of any such Confidential Information is likely to cause irreparable injury to ISCorp and/or to ISCorp's customers for which ISCorp and/or ISCorp's customers will have no adequate remedy at law. Accordingly, Skyward and Customer hereby consent to the entry of injunctive relief against it to prevent or remedy any breach of the confidentiality obligation described herein without ISCorp being required to post bond, or, if bond is required, only nominal bond

4. PROHIBITED USES POLICY. Customer acknowledges and agrees that the use of the Services is subject to Customer's compliance with the terms of ISCorp's Prohibited Uses Policy, a copy of which is attached. Violation of any of the terms of the policy shall constitute a breach hereunder and may result in the termination of this Agreement by ISCorp according to Section VI.

5. ELECTRONIC COMMERCE. Customer assumes all risk related to the processing of transactions related to electronic commerce.

6. **LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES. The liability of Skyward and ISCorp to Customer for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, including negligence, shall not exceed the total amount of all payments made under this Agreement by Customer to Skyward with respect to the hosted application service in the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD OR ISCORP BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND. Skyward and ISCorp shall not be held liable for any claims or demands brought against Customer by any other party unless Customer has notified Skyward and/or ISCorp in writing within 24 hours as to such damages, claims, or demands, and Customer has taken commercially reasonable action to minimize such damages, claims, or demands. The Customer agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Customer's or ISCorp's failure to properly save or "back up" all data and information inputted by Customer. Except as provided in Section V paragraph 3, ISCorp will not be liable for damages or costs resulting from, or relating to, lost data, including the interruption in its use or availability and recovering such data. Skyward and ISCorp are not liable for any damages to Customer caused by the computer hardware equipment owned or leased by Customer. This limitation of liability provision does not apply to any patent or copyright claims, as set forth in Section X of this Agreement.**

Section V. Warranty and Warranty Limitations.

1. 30-DAY LIMITED WARRANTY. Any software that is owned and developed by Skyward and is provided to Customer for use through ISCorp's application hosting service shall be subject to a 30-day limited warranty for any verified program errors during which the Customer's sole and exclusive remedy shall be correction of any verified program errors timely reported to Skyward. A verified program error shall, for the purpose of this section, be defined as an error that displays an "error screen" created by Skyward software. It shall be Skyward's duty to utilize its best efforts to timely correct any such verified program error. In the event that Skyward is unable to correct such error, which substantially impairs the functionality of the module, then Customer's sole exclusive remedy shall be to return the module for a full refund of the cost of the module including the pro-rated usage of ISCorp's s services, excluding any training, installation, and licensing fees paid to Skyward.

2. SERVER SECURITY AND AVAILABILITY.

    A. Security. Customer acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access. ISCorp shall use commercially reasonable efforts and processes to secure the Server from access by unauthorized individuals, test the Server for viruses at reasonable intervals and maintain back up copies of all content. Accordingly, so long as ISCorp uses the commercially reasonable efforts set forth above, ISCorp shall not be liable for any damage to the Customer or Skyward arising from unauthorized access or the introduction of a bug or virus. ISCorp 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, ISCorp shall not be liable for any damage caused by Customer or any agent of Customer. Customer agrees that its use of the content will comply with law and will not otherwise violate the terms of any applicable license.

    Customer acknowledges that Skyward is not responsible for the security of the ISCorp Server and shall not be responsible to maintain any "back up" copies of the content of the Server. Notwithstanding anything in this Agreement to the contrary, Skyward and ISCorp shall not be liable for any damages to Customer caused by unauthorized individuals who gain access to the ISCorp Server.

    B. Server Availability. Customer acknowledges that Skyward is not responsible for the availability of the ISCorp Server and Skyward shall not be liable for any damages to Customer caused by the unavailability of the ISCorp Server.

3. ISCorp WARRANTY FOR SERVER AVAILABILITY. ISCorp warrants that the ISCorp Server will be available 99.5% of the time during Operational Hours except for service interruptions for maintenance, backups, etc. Operational Hours are 7 days per week, 24 hours per day and 365 days per year (7x24x365). Regular maintenance and service activities are scheduled outside of the Normal User Hours. The Normal User Hours are Monday through Friday from 7 A.M. to 5 P.M. CST 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 of a "Service Interruption" during Normal User Hours ISCorp Personnel will respond in 30 minutes or less. ISCorp personnel will use its best efforts to respond to all other "Service Interruptions" during Operational Hours. Except as specifically set forth in this Agreement or in any applicable Schedule, ISCorp makes no warranties of any kind with respect to the Services and products provided under this Agreement. Except as specifically set forth in this Agreement or in any applicable Schedule, ISCorp DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT In any instance involving performance or nonperformance of the Services or products provided hereunder, Customer's sole remedy shall be (a) in the case of Services, refund or credit, at Customer's election, of a prorata portion of the price paid for such Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to ISCorp for refund, at the option of ISCorp. Unless otherwise provided in any applicable Schedule, credit for lost services ("Service Interruption") during the Normal User Hours will be issued only for periods, calculated in fifteen (15) minutes increments, in excess of the 99.5% scheduled available up-time within a calendar month. Credit for lost services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one (1) hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. A Service Interruption is deemed to have occurred only if the Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of ISCorp facilities, equipment, or personnel used to provide the Services, and only where the Service Interruption is not the result of (a) negligence or other conduct of Customer, its agents or customers, including a failure or malfunction resulting from applications or services provided by Customer or Skyward, its agents or customers (b) failure or malfunction of any equipment or services not provided by ISCorp, (c) circumstances beyond the control of ISCorp, or (d) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Customer. All claims must be made within 60 days of the date of such lost Services.

4. ISCorp will use commercially reasonable efforts to back up the Content and to store the Content in a reasonably secure environment. ISCorp shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. Notwithstanding the foregoing, except as provided above, ISCorp shall not be liable to Customer for loss of the Content but shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any lost Content.

5. CONTENT. Customer is solely responsible for all Content on the Server. Customer warrants and represents that Content (i) is not offensive, defamatory, or obscene; (ii) is not racially, ethically or otherwise objectionable; (iii) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (iv) does not violate any other applicable law. Skyward and ISCorp reserve the right to delete any material installed or inputted on a Server or to disconnect a Server which contains Content which Skyward and/or ISCorp believes in good faith breaches any of these warranties. Any breach of these warranties may result in termination of this Agreement by Skyward and ISCorp as provided in Section VI.

Section VI. Termination.

1. TERMINATION BY CUSTOMER DURING CONTRACT TERM. Subject to the payments set forth below, Customer may terminate this Agreement upon six (6) months written notice. Upon termination of the Agreement, Customer shall be required to pay ISCorp one-half (½) of the outstanding balance on the remaining years of the Initial Term or any Renewed Term of this Agreement based upon the charges specified in Proposal #07-1020B-cb. If the customer loses its charter or its funding is terminated by a higher authority out of its control, the customer may terminate this contract. (Example: 1 year remains in the contract period and customer wishes to terminate the Agreement and gives written notice of cancellation effective 6 months after delivery of such notice. Assuming, an additional 6 months remain in the current term upon the effective date of the contract termination, the customer is required to pay 3 months (½ of the time remaining in the current term) of fees as a cancellation fee.)

2. TERMINATION BY ANY PARTY AT END OF CONTRACT TERM. Customer, ISCorp, or Skyward may terminate this Agreement upon sixty (60) days written notice prior to the end of the Initial Term or any Renewed Term.

3. TERMINATION BY SKYWARD AND ISCorp. Skyward and/or ISCorp may terminate this agreement in the event (i) Customer fails to make the payments required under Section II; (ii) Customer breaches its warranty contained in Section V, paragraph 3; or (iii) any other material breach of any of the terms and conditions of this Agreement. Provided however, Customer shall have thirty (30) days to cure any such breach upon notice of such breach by Skyward. If Skyward or ISCorp terminates this Agreement for any of the reasons set forth above, Customer shall be required to pay Skyward one-half (½) of the outstanding balance on the remaining years of the Initial Term or any Renewed Term of this Agreement.

Section VII. Indemnification.

1. INDEMNIFICATION. To the maximum extent permitted by applicable law, Customer agrees to indemnify and hold harmless Skyward and ISCorp and their officers, directors, employees, and agents, from and against any and all claims, demands, costs and liabilities (including all reasonable attorneys fees) of any kind whatsoever, arising directly or indirectly out of any act or omission by Customer contemplated by this Agreement.

Section VIII. General.

1. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and any applicable federal trademark, copyright and/or patent laws. The exclusive forum for any lawsuit or legal action arising in whole or in part out of this Agreement shall be the Circuit Court of Portage County or a Federal District Court in Wisconsin.

2. ENTIRE AGREEMENT; AMENDMENTS. This Agreement, including Proposal #07-1020B-cb, which are attached to this Agreement and which are hereby incorporated herein by this reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representation, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this agreement shall be binding on either party unless such amendment is in writing and is executed by authorized representatives of all parties to this Agreement, excluding the ISCorp Service Bureau Services Agreement that is entered into separately between Skyward and ISCorp.

3. SAVINGS CLAUSE. Should any part, section, or provision of this Agreement be held void, invalid, or unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision in the future.

4. NOTICE. Any notices required or permitted under this Agreement shall be in writing and shall be effective when sent by registered or certified mail (return receipt requested) to the address set forth in this Agreement or any more recent address of which the sending party has been notified of previously.

5. WAIVER. It is the option of either party (duly authorized representatives) to the Agreement to waive any provision in this Agreement. The party approving the waiver may require such a request to be in writing. In the event that a party to this Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

6. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be construed as to create a joint venture, partnership, agency or contract of employment, or any other similar relationship, between Skyward and ISCorp, Skyward and Customer, or ISCorp and Customer.

7. FORCE MAJEURE. If Customer, Skyward, or ISCorp is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any event beyond the control of the affected party including, but not limited to, natural disaster, acts of God, actions or decrees of governmental bodies or failure of communication lines (a "Force Majeure Event"), the party who has been so affected shall promptly give written notice to the other party and shall use its best efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event. The foregoing notwithstanding, if the Force Majeure Event continues for more than fourteen (14) consecutive business days, the party not directly suffering from the Force Majeure Event may terminate this Agreement without penalty

Section IX Warranty of Ownership.

OWNERSHIP. Skyward represents and warrants that it has full right, power and authority to license the software being acquired by ISCorp and being leased to Customer. Skyward shall indemnify and hold Customer and ISCorp harmless from any and all claims, liabilities, or actions brought by third parties against Customer for infringement of the right to use the software.

Section X. Patents and Copyrights

1.   Notwithstanding the express limitation of liability contained in Section IV, at Skyward expense, Skyward shall defend and hold harmless Customer and ISCorp from and against any and all claims, actions, and liabilities brought by third parties that the Software infringes a trade secret, patent, or copyright in the United States and shall pay all costs and damages arising out of such claim. To qualify for such defense and payment, Customer and/or ISCorp 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 as no such settlement adversely affects Customer and/or ISCorp's ability to exercise the rights granted in this Agreement, unless Customer and/or ISCorp consents.

2.   Customer agrees that if the operation of the Software becomes or, in the opinion of Skyward, is likely to become the subject of a trade secret, patent, or copyright infringement claim, Customer will permit Skyward at Skyward option and expense, to: (a) promptly procure for Customer the right to continue to use the Software; or (b) replace the Software with an alternative that functions substantially the same as the product which becomes or is likely to become infringing; or (c) modify the Software in a manner which causes it to function substantially the same as it had prior to modification so that it becomes non-infringing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

CUSTOMER

Jack B. Schlindwein
Signature

Jack B. Schlindwein
Printed Name

Director of Operations
Printed Title

_5/31/07_
Date

SKYWARD, INC.

Scott J Glinski
Signature

Scott J. Glinski
Printed Name

VP of Sales and Marketing
Printed Title

May 24, 2007
Date

INTEGRATED SYSTEMS CORPORATION

Jeff Zillner
Signature

Jeff Zillner
Printed Name

VP Operations
Printed Title

_6-7-07_
Date

Geneseo School District
Skyward Software Proposal
Proposal # 07-1020B-cb
May 10, 2007

Geneseo, Illinois

070796dev-train; 071020dev-tc

6 Buildings:
Atkinson Grade School, Geneseo High School, Geneseo Middle School, Millikin Elementary School,
Northside Elementary School, and Southwest Elementary School

PaC Student Systems - Wide Area Network (WAN)

Point and Click (PaC) Version with Educator Access

Skyward Software	One-Time Investment	Services	Annual License Fees	Total
Student Management	$ 28,613.00	$ 6,825.00	$ 9,442.00	$ 44,880.00
Educator Gradebook	11,731.00	1,950.00	3,871.00	17,552.00
Food Service	11,445.00	3,900.00	3,777.00	19,122.00
Fee Tracking	11,445.00	975.00	3,777.00	16,197.00
Health Records	7,153.00	975.00	2,360.00	10,488.00
Discipline	5,150.00	487.50	1,700.00	7,337.50
Test Score	-	500.00	-	500.00
Family Access	2,861.00	500.00	944.00	4,305.00
Web Software Setup/Installation [1]	-	1,820.00	-	1,820.00
SmartStart Implementation Service:				
Project Management	-	5,375.00	-	5,375.00
Sub-Total - Skyward Software:	**$ 78,398.00**	**$ 23,307.50**	**$ 25,871.00**	**$ 127,576.50**
Skyward Software Conversions				
Demographics (6 Buildings)	$ -	$ 2,195.00	$ -	$ 2,195.00
Current Year - Course and Schedules (2 Buildings)	-	1,663.00	-	1,663.00
History - Grading (1 Building)	-	2,100.00	-	2,100.00
Health Records/Immunizations (6 Buildings)	-	866.00	-	866.00
Sub-Total - Skyward Conversions:	**$ -**	**$ 6,824.00**	**$ -**	**$ 6,824.00**
Sub-Total - Skyward Software & Conversions:	**$ 78,398.00**	**$ 30,131.50**	**$ 25,871.00**	**$ 134,400.50**
Total PaC Student Systems ™ Investment: [1]				**$ 134,400.50**

Please see the Terms and Conditions page for revised payment terms.

Optional Skyward Services

**PaC+ Service** provides an option to remotely host your Skyward solution through an Application Service Provider (ASP). Our ASP Provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The PaC+ Service ASP is fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.
**The PaC+ monthly cost for your district to run the above software would be:** $ 705.75 (36 months)

[1] _Pre-printed forms for report cards can only be printed using supported laser printers. Dot-matrix printers are not supported._
Skyward software requires client access to run Microsoft products Excel and Word.

Your district will not be scanning at this time and chose not to purchase the scanner interface program. Please contact
Scantron at 1-800-772-6876 to purchase the interface program if you plan to scan in the future.

Skyward strongly recommends that SSL (Secure Socket Layer) is used with all PaC ™ web-based products with the exception of the JAVA version
of PaC Educator Access and PaC Educator Gradebook. SSL encrypts data that is transmitted from the Web server to the Client browser.

**American** has worked with Skyward for over 14 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.
   American - Contact: Dan Hoerl   "American, your one-stop source for your Skyward needs"
   12782 Florida Lane   (877) 436-4657 - Toll Free Order Line
   Apple Valley, MN 55124   (877) 466-7257 - Toll Free Fax Line
   (952) 953-0359 - Direct Line   www.americanbus.com/aces/   user name: AM1 password: Sky
   (612) 860-8960 - Cell Phone

Leasing Option

Total Amount to be Financed: $134,400.50 at 5.375%

You can lease our system for 36 months for approximately $4,033 at a low rate of 5.375% per month with a $1.00 purchase option at end of lease. The actual rate and term are subject to change based on the leasing option you choose. (This is for demonstration purposes only).   This program is for bank-qualified school districts, subject to credit approval and current money market rates. The financial source is Medical and Municipal Funding which currently finances equipment for school districts in your state. They will also finance computer hardware purchases. Flexible payment structures are available to meet your needs by calling 630-389-9921.

Skyward Software Installation and Training

Web Hardware Scope of Work:
* *Installation of one (1) database server. Includes Progress installation, PaC installation, Monolith Setup, and backup script setup.*
* *Installation of one (1) program server. Includes PaC program installation, configuring up to 2 clients, and Monolith product update feature.*
* *Installation of one (1) separate Webspeed server.*
* *Load and configure converted data (via the web).*

Software Training Includes:

	Classroom and On-Site Software Training			
	Max. Number of People Attending	Total Class Days at Skyward	Class Breakdown	On-Site Days
Student Management:				
Entity Setup	10	-	-	1
Inquiry Overview	10	-	-	1
Class I - Demographics & System	10	-	-	1
Class II - Current Year Schedules	10	-	-	0.5
Class IIb - Current Year Attendance	10	-	-	0.5
Class III - Grading	10	-	-	1
Class IV - Next Year Scheduling	10	-	-	1
Educator Access	10	-	-	1
Educator Gradebook	10	-	-	1
Educator Gradebook - Elementary Setup	10	-	-	1
Food Service	10	-	-	2
Food Service - all buildings	10	-	-	2
Fee Tracking	10	-	-	1
Health Records	10	-	-	1
Discipline	10	-	-	0.5
Test Score	Web installation and training			
Family Access	Web installation and training			
Total Training Days:		**0**		**15.5**

Training days have been reduced at the request of the district. Skyward reserves the right to require more training.
Should additional training be necessary it will be charged at the then-current rate.

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 service representative of Skyward 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.

Available State Reports

- Annual Student Report /Student Performance Report
- ACCESS-ELL Pre-ID Test Labels
- Illinois Direct Certification
- Student Information System
- IMAGE (Illinois Measure of Annual Growth in English) Pre-ID Labels
- ISAT (Illinois Standards Achievement Test) Pre-ID Labels
- PSAE (Prairie State Achievement Exam) Pre-ID Labels
- Illinois Student Information System (ISIS)

- Annual Claim for Attendance/ADA
- Student Enrollment in 2nd & 5th Period Classes
- Vision Conservation Annual Report
- Annual Claim for Pupil Transportation Reimbursements
- End of Year Report
- Drivers Ed Eligibility Report
- Fall Enrollment and Housing Report
- Illinois Immunization School Survey

Skyward Software Overview

Student Management
* Demographics/Census
* Scheduling - Current & Next Year
* Attendance
* Student Activities
* Grading
* Unlimited Emergency Contacts
* Sibling Tab
* Test Score Tracking
* Report Cards

* Transcripts
* Voc Ed Reports
* Transportation Reports
* Enrollment Projection
* Locker and Homeroom Maintenance
* User Defined Fields and Screens
* User Defined Report Writer
* Data Mining
* Java Educator Access (Includes Web Advisor Access and Web Gifted & Talented)

Educator Gradebook
* Daily grade and attendance entry
* Versatile grading options
* Web-based for improved flexibility, access and maintenance
* Completely integrated with PaC Student Records
* Simple reporting of student and class progress
* Integrated with PaC Family Access for easy parental lookup

Skyward Software Overview - continued

Food Service
* Utilizes same student/family data base as student management software
* Bar code generation
* Purchase processing
* Payment processing
* Reporting
* Application processing
* Pin number access
* Direct certification

Fee Tracking
* Utilizes same student/family data base as student management software
* Track multiple fees for each course
* Track general fees
* Payment processing
* Online credit card payments through Family Access
* Reporting

Health Records
* Unlimited number of vaccination & health codes
* Track multi-doses for vaccination codes
* Track all injuries and accidents
* Total flexibility allows you to track hearing/vision testing, physicals, etc.
* In compliance/not in compliance reports
* Unlimited free form notes for each student
* Meets all state reporting requirements
* Nurses log.

Discipline
* Utilizes same student/family data base as student management software
* Adding, maintaining discipline offenses/actions
* Wide variety of reports including parent notifications

Test Score Import
* Skyward provides data imports from both ACT and SAT test score companies.
* Import via vendor diskette and automatically update to the PaC system.
* Produces various reports by student, test, content, etc.
* Test scores can be included on the students transcripts.
* Non-standard imports will be billed time and materials.
* Check with your Skyward Account Representative regarding new imports.

Family Access
* PaC Family Access will allow family members to review their child's:
  - Attendance
  - Grades
  - Class schedules
  - Food service information
  - Discipline records
  - Report cards
  - Fees and balances
  - Online credit card payments
  - Demographic/Emergency Information
  - Immunizations/Health Conditions

* Updated in real-time for accurate information.

Skyward Annual License Fee Information

Annual License Fees Include:
* Two (2) product updates yearly
* User Group directed state reports
* Unlimited 800 customer service PaC software support
* Localized training sessions
* Quarterly corporate newsletter

Payment Options

Skyward puts our customers and education first! We realize that the funding for necessary technology implementation
isn't always there when YOU need it, so Skyward offers various payment options. Your Skyward Account Representative
can provide you with more details.

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.

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 Geneseo School District administrative staff only.
Any copying or distributing of the proposal, or any part of the proposal, to sources outside the Geneseo School District 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 (currently $275) 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 (currently $750 per day plus expenses). Up to 10 people, per instructor, may attend the on-site training. One day of training consists of 6 hours on-site.

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 written by Microsoft™. Third party drivers, other than Microsoft™, may not be supported. Skyward
software uses Microsoft Word and Excel for exports and form letters within the software. It is the school Districts responsibility to have a licensed copy for each
user that will use these features.

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:
1. **Skyward One-Time Investment Fee:**
   50% Non-refundable amount billed upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal, due 7/1/07
   50% billed upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal, due 7/1/08
2. **Scheduling of installation**
   Installation of purchased software must occur within 12 months of the date Skyward receives PO. Payments made to Skyward (50% of
   One-Time) for uninstalled software will be converted to Technical Support Hours after this time. Purchases subsequent to this conversion will be quoted at
   the then-current price.
3. **Professional Services**
   a. **Installation and Training Services** - Billed upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal, 50% due 7/1/07, 50% due 7/1/08

   b. **Project Management/Technical Support Hours** - Billed upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal, 50% due 7/1/07, 50% due 7/1/08
      Project Management/Technical Support Hours must be used within 24 months of purchase. Unused hours will be cancelled and are not refundable.
   c. **Conversion Fees** - Billed upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal, 50% due 7/1/07, 50% due 7/1/08.
   d. **Hardware Implementation** - Billed upon execution of Software Agreement, Terms and Conditions or Acceptance of Proposal, 50% due 7/1/07, 50% due 7/1/08.

4. **Annual License Fees – Initial Selection Below:**

   _X__ All Annual License Fees will be billed in full for the current fiscal year, 50% due 7/1/07, 50% due 7/1/08. The portion of the ALF paid before the installation date will be automatically cor
   into Technical Support Hours. Subsequent years Annual License Fees will be billed on a June 30 fiscal year basis at the current rate and are due July 1.
   Customers choosing to use a leasing or finance company must choose this option.

   ___ All Annual License Fees will be prorated from the installation date. Subsequent years Annual License Fees will be billed on a June 30 fiscal year basis
   at the current rate and are due July 1.

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).

5.2.06

_____   _____   _____
Customer Signature   *Printed Name*   *Date*

SKYWARD°

Project Management Overview

What is Project Management and why do I need it?

A single source contact that supervises the design, installation and implementation of Skyward's Administrative Software and related products or services.

The Project Manager is the primary contact with the customer and is responsible for facilitating implementation of purchased services, both hardware and software. Skyward's Project Managers are experienced with implementation projects and have direct access to all customer service managers to ensure your issues are addressed accurately and timely.

Project Management work includes, but is not limited to: creating timelines, scheduling training, coordinating conversion activities, responding to customer inquiries, and issue resolution.

The following items are a part of the Project Manager's responsibilities:

Initial District Overview
- Review district's configuration and provide information on implementation expectations.
- Conduct implementation meetings with district's key contacts (both software and hardware) to define and schedule major components of the project.
- Communicate implementation plans to Skyward Customer Service department, Conversion Department and district implementation contacts.

Scheduling
- General Information
  - Coordinate with Skyward departments on training expectations and conversion timelines.
  - Confirm customer ordering of forms (including, but not limited to, checks - AP & Payroll, scan sheets).
  - Communicate confirmation of training and conversion timelines, including dates and outlines for each training area.
- Software
  - Define which products will be installed at which times (including supplemental software).
  - Provide an action plan for the installation process, along with routine reports on the status of each action plan, remaining training days, and summary evaluations of the training.
- Hardware *(purchased from Skyward)*
  - Schedule installation with customer.
- Hardware *(existing equipment or purchased from other hardware sources)*
  - Coordinate with Skyward Hardware staff the setup of any labs being used for training.

Conversions
- Establish list of all modules to be converted and specify source.
- Provide a conversion timeline and provide status reports back to the customer.
- Coordinate data transfers from district to Skyward Conversion department and verify data arrived according to conversion timelines.
- Confirm the customer's communication with previous provider to release data.
- Confirm completion of conversion verification process.

Training
- Establish on-site training locations and verify number of staff to be trained.
- Set up training schedules for all software modules, including a customized training schedule based on implementation timeline and Skyward availability of classroom training at Skyward and/or on-site (one-on-one) training.
- Follow-up with key district contacts on the status of training timelines.

Problem Resolution
- Serve as resource person to resolve customer issues as they pertain to implementation, conversion, and training timelines.
- Communicate project management issues as they relate to this district to Skyward Branch Managers, Programmers, and Customer Service Representatives involved with implementation.
- Record and track Project Management and training hours.

Please contact your Skyward Account Representative with any questions regarding Project Management.

Skyward, Inc. ** 5233 Coye Drive ** Stevens Point, Wisconsin 54481 ** 1-800-236-7274

SKYWARD®

Skyward Student Management Data Conversion Guidelines and Descriptions

Demographic Information

This includes student identifying information, including the student name, sex, birthdate, grade level, entry/withdrawal history, and cumulative credit/GPA totals. Family information includes parent/guardian names, addresses, and employer/occupation of the parents. Lockers may be included if part of the conversion database.

Current Year

Courses and Schedules

Conversion includes current course master file, including courses and sections. The course master file will be converted to a format compatible with our system and students will be reassigned to their current courses.

Grading

Once the course master is converted and students are assigned to their classes, grades that have been received for current year classes will be assigned to the appropriate student.

Attendance

Current year to date (no detail) will be converted and assigned to the student. Absence types will be assigned if fields are available to designate the correct code for either absences or tardies.

Next Year

Course Master

The course master for next year scheduling will be converted to a format compatible with our system that will allow scheduling requests to be submitted and complete the scheduling process for next year.

Student Requests

Any student requests within the system will be converted to a format compatible to import into our course master file for next year scheduling.

History

History is a difficult conversion. History conversion requires a few stipulations on prior system management of student identification numbers relating to how the fields are linked together. If history is attached to an ID number, which may be reused, complete accuracy of the history is difficult to guarantee. Therefore, history conversions are not guaranteed and Skyward does not take responsibility if a prior system file structure prohibits the possibility of converting data to be compatible with our system.

Grading

If history of grades has been maintained for the student then the grades normally can be converted and assigned to the student by course.

Attendance

Attendance totals may be converted for each student per year if history has been maintained and there are fields that allow the totals to be calculated. If the fields also allow for attendance by type and reason, the totals will be provided.

Detailed Attendance

If accurate history is maintained and available in a format that can be converted to a compatible format for our system, detailed attendance can be converted to show type, reason, and date/period of absence for students if history is needed.

Tests

If history is maintained on tests scores for students, these test scores can be converted and assigned to the student by course and term.

Sub-Systems

Health Records/Immunizations

Immunization/Health Records can be converted to show total doses and incident information for reporting needs.

Activities

Students assigned to activities or activity listings can be converted for tracking or entering information by activity for individual students.

5233 Coye Drive ** Stevens Point, Wisconsin 54481 ** 1-800-236-7274

Fwd: FOIA Records Request - February 2, 2021
1 message

Adam Brumbaugh <abrumbaugh@geneseoschools.org>   Tue, Feb 2, 2021 at 4:47 PM
To: Jill Hamer <jhamer@geneseoschools.org>, Tim Gronski <tgronski@geneseoschools.org>

Please see the request below.

---------- Forwarded message ---------
From: **Illinois Retired Teachers Association** <freedom@irtaonline.org>
Date: Tue, Feb 2, 2021 at 9:57 AM
Subject: FOIA Records Request - February 2, 2021
To: <abrumbaugh@geneseoschools.org>

Dear District Official, or FOIA Officer:

This is a request under the Illinois Freedom of Information Act. Today's date is **February 2, 2021**.

RECORDS REQUESTED: Please provide the name and email address of any certified staff (teachers, administrators, nurses, counselors, etc.) who are retiring this year.

Please provide the requested records electronically. Please email to freedom@irtaonline.org.

If your district has NO RETIREES this year, simply reply to this email with the word NONE and please include the name and number of your district and I will consider the request fulfilled.

This is a request by the Illinois Retired Teachers Association, a 501c4 not-for-profit Illinois organization.

Sincerely,

Nathan Mihelich
Illinois Retired Teachers Association
www.irtaonline.org
217-523-8488

PLEASE WATCH: A special video highlighting a few of the
"2019 & 2019 Excellence in Education Grant Program" Recipients!

Fwd: FOIA Records Request - February 2, 2021

Tracy Colter <tcolter@geneseoschools.org>
To: Jill Hamer <jhamer@geneseoschools.org>

Wed, Feb 3, 2021 at 3:47 PM

Jill,

Yep, here you go...

Beth Kastorff - bkastorff@geneseoschools.org
Steven Scherer - sscherer@geneseoschools.org
Linda Vanderleest - lvanderleest@geneseoschools.org

~Tracy
[Quoted text hidden]