

Wisconsin Rapids Public School District – Board of Education 510 Peach Street Wisconsin Rapids, WI 54494 (715) 4

(715) 424–6701

AGENDA

Business Services Committee

John Benbow, Jr., Chairman Katherine Bielski–Medina, Member Julie Timm, Member John A. Krings, President

February 5, 2024

LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494 Conference Room C

TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

- I. Call to Order
- II. Public Comment

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a Committee meeting of the Board open to the public, and not a public hearing.

- III. Actionable Items
 - A. Lease Agreement with CESA 5 at East Jr. High Approval
 - B. Wax Supply Bid Approval
 - C. Board Policy 352 Exhibit 2- Student Travel Release Form, First Reading Approval
 - D. Chromebook Purchase Approval
- IV. Updates and Reports
 - A. Purchases Update
 - B. Skyward Warehouse Update
- V. Agenda Items
- VI. Future Agenda Items

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715–424–6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agendas. If such a meeting and a meeting and a factor and a meeting and



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BACKGROUND

Business Services Committee

John Benbow, Jr., Chairman Katherine Bielski–Medina, Member Julie Timm, Member John A. Krings, President

February 5, 2024

- LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494 Conference Room C
- TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.
- I. Call to Order
- II. Public Comment
- III. Actionable Items
 - A. Lease Agreement with CESA 5 at East Jr. High Approval

CESA 5 leases space around the old music room wing at East Jr. High for the operation of Wood County Alternative School (WCAS). The lease agreement expires on June 30, 2024 and needs to be renewed for the 2024-25 fiscal year needs to be renewed. An increase in the rental fee from \$25,000.00 to \$26,000.00 is being proposed (see Attachment A).

The administration recommends approval of a lease agreement with CESA 5 space at East Jr. High for the 2024-25 school year for a fee of \$26,000.00.

B. Wax Supply Bid – Approval

Staff from Central Storage have submitted bids for custodial wax supplies for the summer of 2024. This bid was sent to six vendors and quotes were received from five vendors (see Attachment B).

The Administration recommends accepting proposals for floor finish from Nassco, Inc. in the amount of \$18,555.56 and Hillyard Floor Care Supply in the amount of \$7,870.47 to be paid from the 2023-24 Buildings and Grounds budget.

C. Board Policy 352 Exhibit 2- Student Travel Release Form, First Reading - Approval

The administration recommends a change to the Student Travel Release form found in Board Policy 352 Exhibit 2. The revision pertains to adding approved student passenger details, and are included in Attachment C.

The administration recommends approval of proposed revisions to Board Policy 352 Exhibit 2 - Student Travel Release form for first reading.

D. Chromebook Purchase - Approval

A purchase of 520 HP Chromebooks is being requested to replace outdated Chromebooks that are no longer supported and to provide additional devices for both the elementary schools and 2024 incoming freshmen. The additional devices will also allow there to be a dedicated cart of Chromebooks for each classroom in grades 2 through 5. The vendor is offering competitive pricing and backdating the warranty start date to August of 2024 which is when the Chromebooks will begin to be used.

The administration recommends approval of the purchase of 520 HP Chromebooks and management from PDS at a total cost of \$129,740.00 to be funded from the 2023-2024 WRPS Common School Fund Budget and the Technology Referendum Budget.

IV. Updates and Reports

A. Purchases - Update

Copies of the following invoices, bid specs, and purchase orders will be reviewed:

- Automated Energy Solutions \$16,500.00 B&G Budget Control Maintenance Agreement
- Boomerang Project \$11,175.00 ESSER III Freshman Transition Program
- Boys & Girls Club \$46,395.82 ESSER III Morning Jump Start & Summer Program
- Brain Pop \$20,208.00 Curriculum, Science & IMC
- Building Blocks \$94,162.50 4K Budget 4K Contracted Service
- Heartland \$24,468.09 Cybersecurity Platform District Technology
- Kids Read Now \$13,013.55 Curriculum Summer Reading Program
- POB \$20,000.00 Fund 49 Community Playground
- Quality Door \$10,074.65 Buildings & Grounds River Cities Door E
- School Specialty \$169,820.13 Fund 46 Cafeteria Tables
- South Wood County YMCA \$25,575.00 4K Budget 4K Contracted Service
- Tweet Garot \$12,990.00 B&G Budget LHS Leaking Hot Water Lines
- W.L. Streich \$19,595.52 Food Service Budget LHS Food Processor
- Wood County Head Start \$45,337.50 4K Budget 4K Contracted Service

B. Skyward Warehouse – Update

The District will be implementing Skyward Warehouse software in the spring of 2024. This software will allow warehouse inventories to seamlessly increase and decrease as items are purchased and internal orders are filled. The first-year conversion cost will be \$6,879.00 with an annual reoccurring cost of approximately \$1,403.00. This cost will be funded from the Business Office budget account (see Attachment E).

V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items

Attachment A

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective as of July 1, 2024, by and between the WISCONSIN RAPIDS PUBLIC SCHOOLS ("Landlord") and CESA 5 ("Tenant").

RECITALS

Landlord is the owner of the land and improvements commonly known as 510 Peach Street, Wisconsin Rapids, Wisconsin and formally known as East Jr. High old Music Wing in rooms 130-131 (hereinafter referred to as the "Building" or the "Leased Premises").

Landlord makes available said Building for use by Tenant for the operation of an alternative educational program.

Landlord desires to lease the Building to Tenant, and Tenant desires to lease the Building from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

AGREEMENT

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. <u>Term</u>.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning July 1, 2024 and ending June 30, 2025.

B. Tenant may renew the Lease for additional one year terms by providing Landlord notice at least ninety (90) days prior to the expiration of the Initial Term and any subsequent terms thereafter.

2. <u>Rental</u>.

A. Tenant shall pay to Landlord during the Term rental of **Twenty-Six Thousand and 00/100 Dollars (\$26,000) per year**. The rental shall be paid in two installments; one by September 1 and one by March 1. The Landlord shall also provide equipment compliant with applicable state standards requested by the Tenant such as a stove, refrigerator, white boards, storage areas, and other agreed upon equipment which shall remain the property of the Landlord but be made available for use by the Tenant.

B. The rental for any renewal lease terms, if created as permitted under this Lease, shall be remain at **Twenty-Six Thousand and 00/100 Dollars (\$26,000) per year**, except that Landlord, at least One Hundred Twenty (120) days prior to the end of the Initial Term of the Lease and any subsequent renewal term, shall notify Tenant of increased rent, which amount can be accepted by the Tenant by giving Notice of Intent to Renew at the new price or can be renegotiated by the parties so long as the renewal period is exercised by the Tenant within the first described time frame described in Section 1 B.

3. <u>Use</u>

The Building shall be used for alternative education programs and for such other related uses as may be necessary to carry out the programming needs for the individuals involved in the program. The Leased Premises are not to be used for any other purpose. Tenant shall inform Landlord in writing if Tenant wishes to adjust its planned use of the Leased Premises for other than a building solely dedicated to an alternative educational program.

If Tenant provides meals as part of its program, Landlord agrees to provide food services and meals to the students in the Tenant's programs. The Landlord will be reimbursed by claiming, as part of their district's free and reduced lunch reimbursement claim, students who are eligible for free and/or reduced lunch. Students, who are not eligible for free lunch or are eligible for reduced price lunch, will directly pay the Landlord the rates for lunches as set for district students in those classifications. Tenant agrees to transport meals from another school building in the district determined by the Landlord to the Leased Premises.

4. Sublease and Assignment.

Tenant may not sublease or assign this Lease to any third party without the express written consent of the Landlord. If Tenant should attempt to sublease, Tenant shall remain principally responsible for any of the costs and all of the damages that may occur with the tenancy.

5. Utilities and Waste Disposal.

During the term of this Lease, the Landlord shall provide all necessary routine maintenance, gas utilities, electrical utilities, water/sewer utilities, as well as maintain all necessary heating, cooling, plumbing or electrical units and/or systems. Tenant shall provide internet and Wi-Fi connectivity to the lease premises. Tenant shall provide a landline phone connected to the Landlord's existing system. Tenant shall pay for long distance charges on the telephone line provided. Landlord shall invoice Tenant for long distance charges in June.

Tenant shall be responsible for any other communication services that Tenant wishes to install, including its own computer, cable hook-ups, internet connections or other telephone services. Tenant shall be responsible for maintaining all equipment installed by the Tenant and shall remove the same at the end of the Lease term, unless an agreement is reached with the Landlord to allow the wiring and necessary appliances to remain onsite.

Landlord shall arrange for appropriate waste disposal containers/dumpsters to be provided in accordance with the requirements of the waste disposal company employed by Landlord to remove garbage, recyclables, and related waste from the Leased Premises. Tenant shall be responsible for properly utilizing the provided containers and maintaining a clean and safe environment around the containers.

6. **Repairs and Maintenance**

During the Lease term, Landlord shall ensure that the indoor and outdoor facilities are adequately maintained for use by students and staff. Tenant shall be responsible for any damage to walls, roofs, floors, ceilings, fixtures, improvements or any other part of the Leased Premises, which are caused by

the Tenant, its employees, invitees, students or others on the Leased Premises at the direction of the Tenant.

Landlord shall maintain the exterior of the Building, including the roof, landscaping, playground, fencing, parking lot, driveway and sidewalks. Landlord shall be responsible for lawn mowing and related landscaping maintenance, snow and ice removal and parking lot maintenance.

7. <u>Alterations and Improvements</u>.

Tenant, at Tenant's expense, shall have the right, following Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of or to all parts of the interior of the Leased Premises from time to time as Tenant may deem desirable, provided the same is made in a good workmanlike manner and utilize good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord, except that Tenant shall be responsible for removing the same at end of the term of this Lease and must do so without causing any damages to the Leased Premises. Any damages caused to the Leased Premises shall be the responsibility of the Tenant to repair at Tenant's expense. All walls, doors, and fixtures that may be painted by the Tenant during the lease terms shall be returned to a painted neutral color at the end of the lease term.

8. Insurance.

A. If the Building is damaged by fire or other casualty resulting from any act of negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by Landlord's insurance or insurance held by the Tenant.

B. Landlord shall maintain fire and extended coverage insurance on the Building in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at Tenant's expense, for fire and extended coverage insurance on all of Tenant's personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. <u>Signs</u>.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant and approved by Landlord, such signs as may be appropriate to the needs of the Tenant. Said signs shall not violate any applicable zoning ordinances and/or private restrictions.

10. <u>Entry</u>.

Landlord shall have the right to enter upon the Building at reasonable hours to inspect the same and to fulfill Landlord's obligations under this Lease. Landlord shall establish custodial times and activities in cooperation with the Tenant. Landlord shall not interfere with Tenant's business in the Leased Premises.

11. Parking.

During the term of this Lease, Tenant shall have the use of parking areas designated by the Landlord. This parking shall be available at all times to the Tenant. Landlord shall maintain the parking areas in good condition with appropriate striping. Landlord shall use reasonable efforts to keep the parking area free and clear snow or ice accumulation.

12. Damage and Destruction.

Subject to Section 8 A. above, if the Building or any part thereof is damaged by fire, casualty or structural defects to the point that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Building, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises or Building cannot be occupied by the Tenant or is unfit for Tenant's use of the premises.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Building is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of Tenant's default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord shall keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. Condemnation.

If any legally, constituted authority condemns the Building, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. <u>Notice</u>.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:	Superintendent Wisconsin Rapids Public Schools 510 Peach Street Wisconsin Rapids, WI 54494
If to Tenant:	Director of Business Services CESA 5 626 E. Slifer Street Portage, WI 53901

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

18. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

20. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance to Tenant on demand.

21. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

22. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

23. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD: Wisconsin Rapids Public Schools

TENANT: CESA 5

Ву:	By:
Name: Craig G. Broeren	Name:
Title: Superintendent	Title:

Attachment B

	=>															
A A 🗍	Custodial Supply Bi	d - V	Vax Supp	lies												
	WINNING R	ESU	LTS													
			UNIT OF	VENDOR/		lassco		illua	rd	Б	alaan	6	ohilling		Dalaa	Midland
WRPS REF #	DESCRIPTION OF PRODUCT	QTY	MEASURE	MANUF. #	r	Nassco	b Hillyard		Belson		Schilling		Dalco		withand	
PC048	341 Floor Seal in 5-gallon case	25	Case	HIL0034107		\$-	\$ 197.73	\$	4,943.25				-	1	-	
PC248	Scotchguard Floor Finish, 2 - 2.5 gal/cs	200	Case	59279	\$ 74.31	\$14,862.00		\$	-	117.66	23,532.00	103.90	\$ 20,780.00	89.79	\$ 17,958.00	
PC249	22H Floor Stripper LO, 6bx/case - 3m Twist N Fill	12	Case	23555	\$ 243.78	\$2,925.36		\$	-		-		\$-	343.94	\$ 4,127.28	
PC285	14x20 SPP Pads, 10/bx	20	Box	3M	\$ 125.46	\$2,509.20	\$ 87.30	\$	1,746.00	153.29	3,065.80	135.36	\$ 2,707.20	136.06	\$ 2,721.20	
PC242	3M High Pro Strip Pad, 20", 5/bx, 7300	10	Box	3M	\$ 56.36	\$563.60	\$ 64.10	\$	641.00	72.65	726.50	70.83	\$ 708.30	65.52	\$ 655.20	
PC213	Devastator Floor Stripper	6	Case	HIL0014707		\$-	\$ 196.87	\$	1,181.22		-		\$-		\$-	No Bid
PC056	Floor Pads, 14" RED, 3M, 5/box, 5100	12	Box	3M	\$ 17.05	\$204.60	\$ 19.85	\$	238.20	22.23	266.76	19.63	\$ 235.56	17.06	\$ 204.72	
			Т	otal Vendor Bid	Total	\$21,064.76	Total	\$8	3,749.67	Total	\$27,591.06	Total	\$24,431.06	Total	\$25,666.40]
			Award	ed Per Vendor		\$ 18,555.56		<mark>\$</mark> 7	7,870.47							

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352 EXHIBIT 2 STUDENT TRAVEL RELEASE

This is t	to certify	that(Student Nat			has my permission to drive to/from
		(Student Nat	me – Please Prin	<i>t)</i>	
				on	(Date of Activity)
		(List Activity)			(Date of Activity)
to/from		(Location of A	ctivity)		
		(
Please o	check the	appropriate statement:			
	proof of student	insurance before the date of	of the field trip. N	My student un	with a copy of their Driver's License and inderstands acceptable driving behavior. My way only take <u>transport</u> one additional
	Name o	f Approved Student:			
	My stud	ent will procure their own	transportation wit	th a non-stude	ent.
				(Nam	ne of Adult Driver)
	My stud	ent may ride with another l	LHS <u>student</u> .		
				(Nan	ne of Student Driver)
• • •	activity Schools My stud I agree t with refe	events/field trips and a dep from all liability for any ac ent understands the respon o release the Wisconsin Ra erence to the above stated t	arture from this r dverse results that sibilities and acce pids Public Scho ransportation.	equirement w t may occur. eptable behav ols and its em	the buses/school vans to and from all vill release the Wisconsin Rapids Public iors of driving themselves or others. aployees and officers from all liability dismissal of school on the day of the activity
By sign	ing below	y, you are agreeing to the al	bove guidelines.		
Parent 1	Name:				
			(Please Print)		
Parent S	Signature:				
Date: _					
Emerge	ency Conta	act Name and Number:			
Approv <u>Revised</u>		December 12, 2022 <u><i>TBD</i></u>			

	Att	achment D	Quote (Open)	
bds			Date Jan 16, 2024 09:01 AM CST	Expiration Date 01/31/2024
A CONVERGE COMPANY			Modified Date Jan 16, 2024 10:03 AM CST	Follow Up 01/30/2023
PDS, A Converge Company N57 W39605 Hwy 16			Quote # 2286762 - rev 1 of 1	
Dock 4 Oconomowoc, Wisconsin 53066 United States			Description Chromebook 11 G9 EE N450	0 4GB 32GB 11.6"
(P) 262-569-5300			SalesRep Herald, Amanda (P) 262-569-5396	nangi tu nangkan dan di tu nang mangkangi tu na tu nangkang tang mangkang tu nangkang mangkang mangkang mangkan
			Customer Contact Bickelhaupt, Phillip (P) 715-424-6715 phillip.bickelhaupt@wrps.net	
Customer Wisconsin Rapids Public Schools (023268) Bickelhaupt, Phillip 510 Peach St Wisconsin Rapids, WI 54494 United States (P) 715-422-1912	Bill To WI Rapids School District Payable, Accounts 510 Peach St Wisconsin Rapids, WI 54494 United States (P) 715-422-1912	Ship To Wisconsin Rapids Public Schoo Storage, Central 2510 Industrial St. Wisconsin Rapids, WI 54495 United States	Payment Meth ols Terms: Purchase	
Customer PO:		Terms: Purchase Order (Net 30)	Ship Via: FedEx Ground	
Special Instructions:		an da ana a an	Carrier Account #:	
	•			

#	Description	Part#	Oty	Unit Price	Total
1	Chromebook 11 G9 EE N4500 4GB 32GB 11.6"	3V2Y2UT#ABA	520	\$219.00	\$113,880.00
	HP, Inc pds #: 793929				
2	Google Chrome Management Console License - EDU	CROS-SW-DIS-EDU-NEW	520	\$30.50	\$15,860.00
	Google - pds #: 711391				

Subtotal:	\$129,740.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$129,740.00

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at http://www.shoppds.com/termsofsale.aepx

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3.5% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.

Skyward Software Proposal

Proposal # 24-0101hl

S K Y W A R D[®] Qmlativ

Qmlativ

Wisconsin Rapids, WI

January 29, 2024

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.

School Business Suite

School Business Suite Software	I	Initial nvestment	Services	ull 12-Month ecurring Fees	Total
Warehouse	\$	5,146.00	\$ -	\$ 1,403.00	\$ 6,549.00
Project Management		-	330.00	-	330.00
Subtotal School Business Suite	\$	5,146.00	\$ 330.00	\$ 1,403.00	\$ 6,879.00

Implementation and Training

Implementation Schedule

Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule may result in delays and additional costs. The customer may be required to repurchase items if the delay causes Skyward to replicate completed items. Skyward and the customer will subsequently agree on a revised implementation schedule.

Project Management

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

Training

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

Pricing Footnotes

¹ Wisconsin Rapids School District has existing training revenue. The standard Skyward training and consulting plan has been modified to remove six (6) web training hours and one (1) consulting hour for the Warehouse module. Skyward reserves the right to require more training and/or consulting. Should additional training or consulting be necessary it will be charged at the then-current rate

² Any applicable 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.

Training Footnotes

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

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

Cancellation of Training. Any scheduled training days may be cancelled by the customer up to 72 hours in advance for Web Enabled training and a minimum of 30 days in advance for On-Site training. If the scheduled training is cancelled by the customer after the minimum advanced notice to Skyward, then the customer will be responsible for the full amount of the scheduled training and any airline change fees (if applicable).

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 been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com. You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

Recurring Fee Information

Your Recurring Fees Include:

- Unlimited software support requests for designated support contacts
- Periodic product webinars

- Quarterly customer newsletter
- Product updates throughout the year
- State and Federal required reports

Terms and Conditions

• See attached Terms and Conditions page for further information. The Terms and Conditions page must be executed by an authorized representative.



Skyward Software Proposal Proposal # 24-0101hl January 29, 2024

TERMS AND CONDITIONS

S K Y W A R D[®] Qmlativ

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

Payment Terms:

1. Skyward Initial Investment Fee (if applicable)

If Core Sale: 100% payment due upon installation of software onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% payment due upon execution of Terms and Conditions or acceptance of proposal.

2. Professional Services

a. Installation and Training Services

If Core Sale: Payment for all training and installation services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.

Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable. All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.

b. Project Management / Consultative Services

Payment due upon execution of License Agreement, Terms and Conditions or acceptance of proposal.

All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.

c. Data Migration Fees

If Core Sale: Payment for all data migration services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.

Data used for the data migration must come from one system.

d. Custom Programming / Programming Condition(s) of Sale

Billed upon completion.

3. Skyward Full 12-Month Recurring Fees

If Core Sale: Skyward 12-Month Recurring Fees will be prorated from date of installation of software onto Customer's system or access to Skyward data through hosting services, through June 30th or August 31st as designated within the signature section.

If Non-Core Sale: Skyward 12-Month Recurring Fees will be prorated from the first day of training through June 30th or August 31st as designated within the signature section.

Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.

4. Third Party Software, Hardware and Related Services

Payment due upon delivery of product and / or services.

5. Third Party 12-Month Recurring Fees

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

6. Scheduling of Installation

Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price. **7.** Taxes

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

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

First Day of Fiscal Year:

Customer Signature

Printed Name

Date