



Mid-Valley Special Education Cooperative

Dr. Marianne Fidishin, Executive Director
1304 Ronzheimer Avenue
St. Charles, IL 60174
Phone: 331-228-4873
Fax: 331-228-4874

MEMORANDUM

TO: Mid-Valley Special Education Cooperative Executive Advisory Board

FROM: Marianne Fidishin, PhD, Executive Director

DATE: November 8, 2017

RE: Apptegy Application and Website Development Contract

The Executive Director recommends approval of the Apptegy Application and Website Development Contract.

Apptegy was founded to help schools build stronger relationships with their communities. They believe that by making it simple for schools to engage with parents, students, faculty, and community members, schools will see more community interaction and student success. At this time, Mid-Valley Special Education Cooperative has limited capacity for communication and engagement with the existing social media.

In a mobile and increasingly connected world, schools have been stuck updating a myriad of different tools to make sure parents hear their messages. Apptegy has developed a platform that allows school administrators and their team to manage all communication channels from a single place. The application is compatible with both Android and iPhone and both the application and website are interactive.

This is a five-year contract starting with the 2017-2018 school year and ending with the 2021-2022 school years at a cost of \$3,500 per year with a total not to exceed \$17,500 funded through the IDEA Part B grant. Any technological updates maintenance, and/or application adjustments are at no additional cost and considered part of the contracted service provision.

The St. Charles Community Unit School District 303 Instructional Technology director and associated team has investigated the vendor and has approved for Mid-Valley to move forward with the project.

This contract has been reviewed and approved by Cooperative attorneys.



SCOPE OF PROJECT	TIME ESTIMATES
Consultation & Planning On the consultation call, you will first choose a website design. We will then discuss app design and Thrillshare. We will outline resources and develop a timeline for the entire project.	2 WEEKS
Design and Revision We provide designs based on our consultation call and resources received from you. Once initial designs are completed, we begin the revision process. We cannot move to the next step until Final Design is approved by the client	2 - 4 WEEKS
Development Three development projects occur simultaneously: Website, iOS app & Android app.	2 WEEKS
App Store Review We submit apps to iTunes Connect and Google Play for approval on your behalf. This timeframe is usually 7-20 days, but is largely determined by the app store approval process.	1-3 WEEKS
Testing & QA (Quality Assurance) Before we hand the keys over to you, we take the apps and website for a test drive to make sure everything is running smoothly.	1 WEEK
Training Training is scheduled once your apps have undergone QA	TBD

By initialing this document, I agree to the projected timeline and understand that this may vary according to how responsive we are to the onboarding team's requests.





PRICING

Name	Price	QTY	Subtotal
Mobile App Development One-time app development for iOS and Android apps	\$9,000.00	1	\$9,000.00
Waived App	-\$9,000.00	1	-\$9,000.00
Thrillshare Thrillshare Publishing Platform (desktop and mobile) for 5 years.	\$3,500.00	5	\$17,500.00
Payed in two installments			
Website design and hosting	\$0.00	1	\$0.00
Alerts Unlimited text, voice, and email alerts	\$0.00	1	\$0.00
		Total	\$17,500.00





PAYMENT SCHEDULE

Bill Date	Amount
60 Days After Signing Contract	\$8,750
May 1, 2018	\$8,750

Software and Service Agreement:

This Software & General Service Agreement, effective (today's date) is between Apptegy ("COMPANY"), a Delaware Corporation having its principal offices at 425 W. Capital Suite 800 Little Rock, AR 72201 and ("CLIENT")

1. Scope of Agreement

This General Service Agreement is subject to the terms and conditions set forth in this document. COMPANY agrees to provide any applicable Services at the prices and for the term set forth in this agreement. CLIENT agrees to abide by the terms and conditions for this agreement and to pay COMPANY the complete price for the Services

2. Restrictions and Responsibilities

CLIENT General will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Software

3. Warranties & Disclaimers

COMPANY shall use reasonable efforts consistent with prevailing industry standards to maintain the services in a manner which minimizes errors and interruptions in the services. Services may temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by COMPANY or third-party providers, or because of other causes beyond COMPANY'S reasonable control. However, company does not warrant that the services will be interrupted or error free.

4. Confidentiality; Proprietary Rights

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees to take reasonable precautions to protect such Proprietary Information.

5. Term & Termination

This agreement shall continue in full force and effect based on the term agreed upon in the pricing table and shall be automatically renewed for additional periods of the same duration as the Initial Service Term, unless either party requests termination at least thirty (30) days prior to the end of the current term. All term-related discounts given in the pricing table will be paid to COMPANY if Initial Service term in not completed.

Term begins 60 days after contract execution.





6. Payment of Fees

Customer will pay Company all applicable fees described in the pricing table for software & services.

If the website and app have not been developed by May 1, 2018, the second payment will be due when the app and website are developed.

7. Severability

If any of the provisions of this agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the entire agreement unenforceable, but rather the entire Agreement shall be construed as if not containing that particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

8. Compliance

Company agrees to design and provide a website structure for CLIENT that complies with federal and/or state laws, rules and regulations concerning website accessibility.

