



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: September 12, 2013

Subject: **Approval of Grants, Entitlements, and Other Income Agreements**
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Learning Support Unit/Department: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Supplies/Equipment

Estimated Time of Presentation: N/A	
Submitted by:	Ken A. Forrest, Chief Business Officer Kimberly Teague, Contract Specialist
Approved by:	Jonathan P. Raymond, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
A14-00026 California Department of Education	7/1/13 – 6/30/14: Grant funding for Workforce Investment Act, Title II: Adult Education and Family Literacy Act, English Literacy, and Civics Education programs. The programs supported by these funds improve employment opportunities; and provide training, literacy, and vocational rehabilitation to community adults. Achievement in Adult Basic Education, English as a Second Language, English as a Second Language – Citizenship, General Education Development, Adult Secondary Education, and other vocational programs is measured through testing. Benchmarks are tracked for future funding opportunities.	\$655,683 No Match
A14-00034 Sacramento Employment & Training Agency (SETA)	7/1/13 – 6/30/14: Grant funding for Workforce Investment Act Adult and Dislocated Worker funds to continue services leading to successful outcomes for students currently enrolled at Charles A. Jones Career and Education Center.	\$60,000 No Match

FAMILY AND COMMUNITY ENGAGEMENT

A14-00027 The California Endowment	8/1/13 – 7/31/14: Grant funding to improve the social and emotional health of youth: To reduce health disparities of youth of color by developing a school district – wide policy that implements alternatives to current school discipline practices and by implementing these alternatives at schools throughout the district in South Sacramento.	\$215,000 No Match
--	--	-----------------------

YOUTH DEVELOPMENT

A14-00028 California Department of Education	7/1/13 – 12/31/14: After School Education and Safety (ASES) Program Grant. Components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide safe and constructive alternatives for students at 48 elementary and middle school sites. The partnering organizations have been determined through a Request for Proposals process. <u>Sites:</u> Abraham Lincoln, A.M. Winn, Bret Harte, Elder Creek, Ethel Philips, Fr. Keith B. Kenny, Hollywood Park, Hubert Bancroft, Isador Cohen, James Marshall, Mark Twain, O.W. Erlewine, Parkway, Peter Burnett, Pony Express, Susan B. Anthony, Tahoe, Washington, William Land, Bowling Green, Camellia Basic, Cesar Chavez, David Lubin, Earl Warren, Edward Kemble, Ethel I. Baker, Freeport, Golden Empire, H.W. Harkness, John Bidwell, John Cabrillo, John Sloat, Leataata Floyd, Martin Luther King, Nicholas, Oak Ridge, Pacific, Theodore Judah, Woodbine, Albert Einstein, California Middle, Fern Bacon, Rosa Parks, Sam Brannan, John Still, Kit Carson, Will C. Wood, PS7.	\$6,217,892 No Match
--	---	-------------------------

A14-00029 California Department of Education	7/1/13 – 12/31/14: Three (3) 21 st Century High School After School Safety and Enrichment for Teens (ASSET) Core Grants. ASSET's program provides opportunities for improved academic achievement, enrichment services that reinforce and complement the academic program, and family literacy and related educational development services at American Legion, Hiram Johnson, John F. Kennedy, C.K. McClatchy, Rosemont and Sacramento Charter High Schools Community Partners: Sacramento Chinese Community Services Center and Target Excellence.	\$1,108,000; \$394,000; \$250,000
A14-00030 California Department of Education	7/1/13 – 12/31/14: Three (3) 21 st Century High School After School Safety and Enrichment for Teens (ASSET) – Family Literacy Grants. Funds provide for a family literacy program at American Legion, Hiram Johnson, John F. Kennedy, C.K. McClatchy & Sacramento Charter High Schools.	\$100,000; \$40,000; \$20,000
A14-00031 California Department of Education	7/1/13 – 12/31/14: Three (3) 21 st Century High School After School Safety and Enrichment for Teens (ASSET) – Equitable Access Grants. Funds provide for an equitable access program at Luther Burbank High School and American Legion High School. This grant supplements the core grant to help local programs provide access ASSET program and participate in community learning center programs in the surrounding community.	\$50,000; 25,000; \$25,000
A14-00032 California Department of Education	7/1/13 – 12/31/14: Three (3) 21 st Century Community Learning Centers, Elementary and Middle - Core Grants. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment, and before school (BS) programs at several sites. This program complements the After School Education and Safety Core programs at the following sites: A.M. Winn (BS), Bowling Green, Cesar Chavez, Earl Warren (BS), Elder Creek, Ethel I. Baker (BS), Golden Empire, O.W. Erlewine, Pacific, Peter Burnett (BS), Tahoe (BS), Bret Harte, Caroline Wenzel, Leataata Floyd (BS), John Bidwell, John Still K-8, John Sloat, Nicholas (BS), Parkway-Phoenix Park, William Land (BS), and Woodbine Elementary Schools. Community Partners: Sacramento Chinese Community Services Center, Sacramento START, Target Excellence, Think Together, Boys and Girls Club of Greater Sacramento, Roberts Family Development Community Center, Center for Fathers and Families, Club Z Tutoring.	\$1,226,333; \$1,174,167; \$402,750

A14-00033 California Department of Education	7/1/13– 12/31/14: Three (3) 21 st Century Community Learning Centers, Elementary and Middle - Family Literacy Grant. Funds provide for a family literacy program at Bowling Green, Earl Warren, Elder Creek, Ethel I. Baker, Pacific, Peter Burnett, Bret Harte, John Still K-8 (Freeport), John Bidwell, John Sloat, Leataata Floyd, Nicholas, Parkway-Phoenix Park, Tahoe and Woodbine Elementary Schools.	\$220,000; \$140,000; \$100,000
--	---	---------------------------------------

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
SA14-00119 Vision 2000	6/18/13 – 7/14/13: Planning and Implementing 2013 Summer Math and Reading Academy at California State University, Sacramento, for approximately 300 students attending Fr. Keith B. Kenny, Leataata Floyd, and Oak Ridge elementary schools. Strategic Plan: Aligns with Pillar I, Career and College Ready Students; and Pillar II, Family and Community Engagement, by engaging students, families and community partners to collaborate with the district for academic enrichment and empowerment activities.	\$94,621.80 Title I and School Improvement Grant Funds

AREA ASSISTANT SUPERINTENDENTS

S14-00137 K12/Aventa Learning	7/1/13 – 6/30/14: K12/Aventa online learning curriculum and enrolled user licenses for high school credit recovery courses at Success Academy, Sacramento Accelerated Academy and other high school sites. This program targets at-risk students seeking an alternative approach to high school graduation. For the 2013/14 school year, Success Academy will serve up to 60 students and have access to the middle school curriculum for instruction, intervention and enrichment. Sacramento Accelerated Academy will have 360 seats for high school students who are participating in credit recovery coursework while working towards graduation and/or transitioning themselves back into the comprehensive high schools. American Legion and the 9/10 Academy will have 100 seats available to them to supplement and support the traditional classroom instruction and learning. Alternative and Continuing Education will serve a small population of students above the age of 18 while using the online curriculum; and 100 seats in the online curriculum will be exclusively dedicated towards Adult Education. The remainder of the seats will be divided up amongst the comprehensive and small high schools who will be able to access the curriculum to do lower level, on-site credit recovery and enrichment.	\$380,980 General Funds
----------------------------------	--	----------------------------

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing students the opportunity to access a 21st Century education using on-line curriculum that is relevant, rigorous, and well-rounded.

TECHNOLOGY SERVICES

AMS.Net
R14-01480

7/1/13 – 12/31/17: As presented to the Board in November 2011, and as outlined in the District Technology Plan, Technology Services will deliver core technology and wiring infrastructure upgrades to all school facilities, including enterprise wireless and Voice over IP. In 2011 and 2012, the District invested reallocated funds from previous bonds to upgrade the Data Center and 11 school sites using E-Rate Year 15 funding. Continuing this path of stability and technology growth, Technology Services looks to utilize current bond funds to match E-Rate Year 16 funding for 24 eligible school sites and fund completely, 38 non-eligible E-Rate Priority 2 sites. Technology Services looks to complete these projects by October 2017, with a transition plan that allows for wiring and core infrastructure upgrades to pre-identified “testing rooms” in compliance with the Smarter Balanced Assessment Consortium (SBAC) mandate of Common Core Testing by December 2014.

Piggyback Pursuant
to Public Contract
Code §20118

\$13.2 Million
Measure Q Funds

Purchasing agreements, as authorized by Public Contract Code 20118, allow other governmental agencies, such as school districts to piggyback on awards while still satisfying the legally required competition for contracts. The District is able to piggyback on the Merced County contract and purchase technology products directly from AMS.NET.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing students a technology based platform for individualized, engaging and differentiated instruction. It will allow students to use technology in projects that incorporate rigor and relevance resulting in critical thinking skills in problem solving.

Infinite Campus
SA14-00146 and
SA14-00147

7/1/13 – Completion of Services: Student Information System (SIS) that provides functionality for administration, curriculum management, instruction, daily operations, school services, communications, reporting, analysis and data warehousing. Includes accelerated implementation services, data conversion, training, ongoing support and application hosting.

SA14-00146
(Implementation)
\$209,900

SA14-00147
(License)
\$417,550

An extensive Request for Proposal was issued as a result of Zangle, the previous SIS provider, going out of business last year. Six proposals were received and evaluated. The two vendors who ranked highest in the Phase I evaluations provided software demonstrations to central office and school site staff. Infinite Campus was overwhelmingly chosen by all who participated in the demonstrations.

Measure Q Funds

Strategic Plan: Aligns with Pillar III, Organizational Transformation, by focusing every department and individual in the organization to support teaching and learning through new and innovative educational processes.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Fern Bacon Middle School	None	Recycle
Audio/Visual Equipment	Fern Bacon Middle School	None	Recycle
Air Compressors (10 ea.)	Maintenance & Operations	None	Surplus

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

RFP No. 130713 Cafeteria Food Distribution Program

Proposals received: August 8, 2013

Recommendation: Award to Sysco Sacramento, Inc. *(only proposal received)*

Amount: See amounts listed below

Funding Source: Site Budgets

BIDDER	BIDDER LOCATION	AMOUNT
Sysco Sacramento, Inc.	Pleasant Grove CA Site-to-Site Delivery	\$1,100,222.39
	Warehouse Delivery	\$1,748,141.80



SERVICES AGREEMENT

Date: July 1, 2013 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vision 2000, (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Planning & implementing 2013 Summer Math & Reading Academy at California State University, Sacramento, for approximately 300 students.

ARTICLE 2. TERM.

This Agreement shall commence on ***INSERT DATA HERE***, and continue through ***INSERT DATA HERE***, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be Ninety Four Thousand, Six Hundred Twenty One Dollars and 80/100 (\$94,621.80).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Olivine Roberts, Chief Academic Officer, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage***INSERT DATA HERE***in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contract Specialist

Contractor:
Vision 2000
8 Park Sierra Lane
Sacramento, CA 95864
Attn: Hazel Mahone

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 19. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

VISION 2000

By: _____

Ken A. Forrest
Chief Business Officer

By: _____

Signature

Date

Print Name/Title

Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title

SERVICES AGREEMENT

Date: September 1, 2013 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and K12/Aventa Learning, (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Aventa AP Instruction, Credit Recovery Instruction, License, and other services as outlined in Exhibit B.

ARTICLE 2. TERM.

This Agreement shall commence on September 1, 2013, and continue through June 30, 2014, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be Three Hundred Eight Thousand, Nine Hundred Eighty Dollars (\$380,980).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Teresa Cummings, Chief Accountability Officer, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage***INSERT DATA HERE***in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Brandon Yung, Student Placement

Contractor:
K12/Aventa Learning
2300 Corporate Park Dr.
Herndon, VA 20171
Attn: Renae Abboud

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 19. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

K12/AVENTA LEARNING

By: _____

Ken A. Forrest
Chief Business Officer

By: _____

Signature

Date

Print Name/Title

Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title

EXHIBIT B



Quantity	Product	Product Description	Sales Price	Total Price
1.00	Aventa AP Instruction Add-On License	Instruction for a single student in an Aventa AP semester course.	\$175.00	\$175.00
1.00	Aventa Credit Recovery Instruction Add-On License	Instruction for a single student in an Aventa CR semester course.	\$0.00	\$0.00
140.00	Aventa Enrolled Student User License Block (Content, Hosting)	Block of 10 enrolled users for one year. Content and hosting included. Once a student is finished taking courses, a new student can begin taking courses. Entire Aventa catalog available, with the exception of Enhanced Electives. Instruction included for credit recovery only (with student hotline). For world languages, clients can select Middlebury courses that are available on Blackboard, as well as Aventa World Language Courses. Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User /Enterprise Licenses are not intended for use as a full-time virtual schooling program. We reserve the right to audit to ensure intended use for part-time / blended programs and alternative education populations.	\$1,800.00	\$252,000.00
830.00	Aventa HS Instruction Add-On License	Instruction for a single student in an Aventa Standard HS semester course (non-AP).	\$155.00	\$128,650.00
1.00	Aventa MS Instruction Add-On License	Instruction for a single student in an Aventa Standard MS semester course (non-AP).	\$155.00	\$155.00
1.00	Aventa Mentor Training: Complementary Virtual Session	Complimentary, 2-hour virtual training session for Aventa Mentors; open registration. Required for Credit Recovery.	\$0.00	\$0.00
1.00	Aventa Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	\$0.00	\$0.00
Grand Total			\$380,980.00	

This Sales Quote incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.k12.com/online-educational-products-services-agreement-terms>. This Sales Quote is valid for 30 days

X _____ Title _____ Date _____

Project Cost Summary - SCUSD - 38 Bond Sites

Sacramento City USD

Bond Sites

AMS Quote #	Description	Materials	Installation	Tax	Shipping	Total
78959	2013 - Network, Wireless, Voice Hardware	\$4,422,738.00	\$0.00	\$334,031.81	\$0.00	\$4,756,769.81
78981	2013 - Network, Wireless, Voice Labor	\$0.00	\$1,752,150.00	\$0.00	\$0.00	\$1,752,150.00
78973	2013 - Network, Wireless, Voice Support - 1 Year	\$155,098.99	\$0.00	\$0.00	\$0.00	\$155,098.99
79046	2013 - Bond Sites Cabling - Material	\$2,258,828.49	\$0.00	\$192,000.42	\$0.00	\$2,450,828.91
79006	2013 - Bond Sites Cabling - Labor	\$0.00	\$4,251,400.00	\$0.00	\$0.00	\$4,251,400.00
77506	2013 - Bond Sites Cabling Project Management	\$0.00	\$848,000.00	\$0.00	\$0.00	\$848,000.00
		\$6,836,665.48	\$6,003,550.00	\$526,032.23	\$0.00	\$14,214,247.71

NOTES:



visit us at www.ams.net

Price Quote

Order #77506

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District

District Office
5735 47th Ave
Sacramento, CA 95824

ATTN: Nick Saechow

38 Site Cabling Project Management 4 year

Order	Project	Modified	Ship Via	Account Mgr.
77506	74796	8/21/2013		Jared Bayless

Labor

	Item Description	Taxable	Qty	Unit Price	Total
	4 Years				
1	Cabling Project Manger	n/a	8480	\$100.00	\$848,000.00

Terms and Conditions Below

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 0.00
Taxable Total	\$ 0.00
Shipping/Handling	\$ 0.00
Taxes (8.50%)	\$ 0.00
Labor Total	\$ 848,000.00
Total	\$ 848,000.00

8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Print Title:** _____



visit us at www.ams.net

Price Quote

Order #78959

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District
District Office 5735 47th Ave Sacramento, CA 95824 ATTN: Nick Saechow

2013 - Network, Wireless, Voice Hardware
Merced County FOCUS contract: #2009121

Order	Project	Modified	Ship Via	Account Mgr.
78959	74769	8/23/2013		Jared Bayless

Products

	Item Description	Taxable	Qty	Unit Price	Total
	Cisco 8500 Series Wireless Controller				
1	Cisco 8500 Series Wireless Controller Supporting 3 Part #AIR-CT8510-3K-K9 Cisco Systems Inc. Wireless Wireless Networking	Y	1	\$225,750.00	\$225,750.00
	Cisco 8500 Series HA Wireless Controller				
2	Cisco 8510 Series High Availability Wireless Contr Part #AIR-CT8510-HA-K9 Cisco Systems Inc. Wireless Wireless Networking	Y	1	\$25,800.00	\$25,800.00
	Additional Twinax Cables for new WLC				
3	10GBASE-CU SFP+ Cable 5 Meter Part #SFP-H10GB-CU5M= Cisco Systems Inc. Nexus 5000 Series Switches Switch Expansion Modules (Cisco Only)	Y	4	\$111.80	\$447.20
	Existing Catalyst 6500 Upgrades				
	Additional 10G blades for existing 6500				
4	C6K 8 port 10 Gigabit Ethernet module with DFC4 (T Part #WS-X6908-10G-2T= Includes: WS-F6K-DFC4-E Catalyst 6500 Dist Fwd Card DFC4 2 Included WS-X6908-10G Catalyst 6500 8 Port 10G SFP Baseboard 2 Included Cisco Systems Inc. Cisco Catalyst 6000 Series Switch Expansion Modules (Cisco Only)	Y	2	\$17,200.00	\$34,400.00
	LMS Upgrade to Prime Infrastructure				

Products

	Item Description	Taxable	Qty	Unit Price	Total
5	LMS 4.x to Cisco Prime Infrastructure 1.2 Minor Up Part #R-PI12-M-K9 Includes: L-PI12-LF-100-LIC Prime Infrastructure 1.2 - Lifecycle - 100 Device Lic PAK 1 Included L-PI12-LF-50-LIC Prime Infrastructure 1.2 - Lifecycle - 50 Device Lic PAK 1 Included L-PILMS42-100-M Prime Infrastructure LMS 4.2 - 100 Device Upgrade Lic 1 Included L-PILMS42-50-M Prime Infrastructure LMS 4.2 - 50 Device Upgrade Lic 1 Included R-PI12-BASE-K9 Prime Infrastructure 1.2 Base License and Software 1 Included CON-SAU-PI12LMSM SW APP SUPP + UPGR NULL SKU-No line item services included 1 Cisco Systems Inc. Cisco WLAN Wireless Networking	N	1	\$0.00	\$0.00
6	LMS 4.x to Prime Infrastructure 1.2 Minor Upg 100 Part #L-PI12-100-M Cisco Systems Inc. Cisco Prime Infrastructure Network Management	N	1	\$965.35	\$965.35
7	LMS 4.x to Prime Infrastructure 1.2 Minor Upg 50 Part #L-PI12-50-M Cisco Systems Inc. Cisco Prime Infrastructure Network Management	N	1	\$298.85	\$298.85
NCS Upgrade to Prime Infrastructure					
8	NCS 1.0 to Cisco Prime Infrastructure 1.2 Minor Up Part #R-N-PI12-M-K9 Includes: L-PILMS42-50-M Prime Infrastructure LMS 4.2 - 50 Device Upgrade Lic 2 Included CON-SAU-PI12NCSM SW APP SUPP + UPGR NULL SKU-No line item services included 1 L-N-PI12-50-M NCS 1.0 to Prime Infrastructure 1.2 Minor Upg 50 Device 2 0.00 Cisco Systems Inc. Cisco WLAN Wireless Networking	N	1	\$857.85	\$857.85
Prime Infrastructure 1.2 - Lifecycle					
9	Cisco Prime Infrastructure 1.2 Part #R-PI12-K9 Includes: L-PI12-LF-10K-LIC Prime Infrastructure 1.2 - Lifecycle - 10K Device Lic PAK 1 Included L-PILMS42-10K Prime Infrastructure LMS 4.2 - 10K Device Base Lic 1 Included CON-SAU-PI12K9B SW APP SUPP + UPGR NULL SKU-No line item services included 1 0.00 Cisco Systems Inc. Cisco Prime Infrastructure Network Management	N	1	\$0.00	\$0.00

Products

	Item Description	Taxable	Qty	Unit Price	Total
10	Prime Infrastructure 1.2 - Lifecycle - 10K Device Part #L-PI12-LF-10K Cisco Systems Inc. Cisco Prime Infrastructure Network Management	N	1	\$128,570.00	\$128,570.00
11	Prime Infrastructure 1.2 Base License and Software Part #R-PI12-BASE-K9 Cisco Systems Inc. Cisco Prime Network Management	N	1	\$0.00	\$0.00
	X2 to SFP+ Converters				
12	X2 to SFP+ Adaptor module Part #CVR-X2-SFP10G= Cisco Systems Inc. Cisco Catalyst 3500 Series Switches (Cisco Only)	Y	4	\$86.00	\$344.00
	AIR-CAP2602I-A-K9 Wireless AP's				
13	2600 Series Access Point: 802.11n CAP w/CleanAir Part #AIR-CAP2602I-A-K9 Includes: AIR-AP-BRACKET-2 802.11n AP Universal Mounting Bracket 49 AIR-AP-T-RAIL-F Ceiling Grid Clip for Aironet APs - Flush Mount 49 SWAP2600-RCOVRY-K9 Cisco 2600 Series IOS WIRELESS LAN RECOVERY 49 Cisco Systems Inc. Cisco Aironet 2600 Series Wireless Networking	Y	2272	\$480.85	\$1,092,491.20
	Analog Router Interfaces VIC2-4FXO=				
14	Four-port Voice Interface Card - FXO (Universal) Part #VIC2-4FXO= Cisco Systems Inc. Cisco Router Interface Router Interface Modules	Y	37	\$378.40	\$14,000.80
	IDF Optics SFP-10G-LRM=				
15	10GBASE-LRM SFP Module Part #SFP-10G-LRM= Cisco Systems Inc. Cisco Nexus 7000 Series Switch Expansion Modules (Cisco Only)	Y	336	\$556.85	\$187,101.60
16	10GBASE-LRM SFP Module Part #SFP-10G-LRM Cisco Systems Inc. Cisco Catalyst 2960S Switch Expansion Modules (Cisco Only)	Y	325	\$556.85	\$180,976.25
	MDF Layer 3 Core				
17	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back Part #WS-C4500X-16SFP+ Cisco Systems Inc. Cisco Catalyst 4500 Switches (Other)	Y	30	\$6,880.00	\$206,400.00
18	IP to Ent Srvc license for 16 Port Catalyst 4500-X Part #C4500X-16P-IP-ES Cisco Systems Inc. Cisco Catalyst 4500 Switches (Other)	Y	30	\$1,720.00	\$51,600.00
19	Catalyst 4500X IP BASE TO ENTERPRISE SERVICES Part #C4500X-IP-ES Cisco Systems Inc. Cisco Catalyst 4500 Switches (Other)	Y	7	\$3,440.00	\$24,080.00

Products

	Item Description	Taxable	Qty	Unit Price	Total
20	Catalyst 4500X 32 Port 10G IPB Switch W/750W PS Part #WS-C4500X-32SFP+ Cisco Systems Inc. Cisco Catalyst 4500 Switches (Other)	Y	7	\$12,040.00	\$84,280.00
21	Catalyst 4500X 750W AC front to back cooling PS Part #C4KX-PWR-750AC-R Cisco Systems Inc. Cisco Catalyst 4000 None	Y	37	\$860.00	\$31,820.00
22	10GBASE-CU SFP+ Cable 1 Meter Part #SFP-H10GB-CU1M= Cisco Systems Inc. Nexus 5000 Series Switches Switch Expansion Modules (Cisco Only)	Y	69	\$64.50	\$4,450.50
IDF Switches					
23	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+,LAN Part #WS-C2960X-48FPD-L Cisco Systems Inc. Cisco Catalyst 2960 Switches (Cisco Only)	Y	385	\$3,437.85	\$1,323,572.25
24	AC Power cord, 16AWG Part #CAB-16AWG-AC Cisco Systems Inc. Cisco Power Supply Router Power Supply	Y	405	\$0.00	\$0.00
25	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+ Part #WS-C2960X-24PD-L Cisco Systems Inc. Cisco 2900 Series Switch Expansion Modules (Cisco Only)	Y	32	\$1,975.85	\$63,227.20
Cisco Unified Workspace Licensing					
26	Unified Workspace Licensing-Top Level-ADDON e-Del Part #L-CUWL-ADDON-STDK9 Cisco Systems Inc. CUWL IP Telephony (Cisco)	N	37	\$0.00	\$0.00
27	Unified Workspace Licensing, Standard - 1 user ADD Part #L-LIC-UWL-STD-ADD Cisco Systems Inc. CUWL IP Telephony (Cisco)	N	1983	\$139.75	\$277,124.25
28	Cisco UWL STD UCSS - 1 user 3 Year Sub. Part #UCSS-U-UWL-STD-3-1 Cisco Systems Inc. Cisco Unified Communication IP Telephony (Cisco)	N	1983	\$30.10	\$59,688.30
SRST Licensing					
29	CME or SRST - 100 Seat E-Delivery RTU Part #L-FL-CME-SRST-100= Cisco Systems Inc. Cisco SRST Lic. IP Telephony (Cisco)	N	7	\$989.00	\$6,923.00
30	CME or SRST - 25 Seat E-Delivery RTU Part #L-FL-CME-SRST-25= Cisco Systems Inc. Cisco SRST Lic. IP Telephony (Cisco)	N	60	\$279.50	\$16,770.00
31	CME or SRST - 5 Seat E-Delivery RTU Part #L-FL-CME-SRST-5= Cisco Systems Inc. Cisco SRST Lic. IP Telephony (Cisco)	N	24	\$73.10	\$1,754.40
32	Cisco Unified IP Phone 6945, Charcoal, Std Handset Part #CP-6945-C-K9= Cisco Systems Inc. Cisco IP Telephones IP Telephony (Cisco)	Y	1721	\$165.55	\$284,911.55
33	Cisco UC phone 8961, Charcoal, Standard handset Part #CP-8961-C-K9= Cisco Systems Inc. Cisco IP Telephones IP Telephony (Cisco)	Y	211	\$258.00	\$54,438.00

Products

	Item Description	Taxable	Qty	Unit Price	Total
34	Cisco UC Phone 9971, Charcoal, Std Hndst w/Camera Part #CP-9971-C-CAM-K9= Cisco Systems Inc. Cisco IP Telephones IP Telephony (Cisco)	Y	37	\$509.55	\$18,853.35
35	Cisco Unified IP Color Key Exp. Module, Charcoal Part #CP-CKEM-C= Cisco Systems Inc. Cisco IP Telephones IP Telephony (Cisco)	Y	72	\$202.10	\$14,551.20
36	Cisco Unified IP Endpoint 9971, Charcoal, Thk HDST Part #CP-9971-C-K9= Cisco Systems Inc. Cisco IP Telephones IP Telephony (Cisco)	Y	14	\$417.10	\$5,839.40
37	Cisco IP Telephone External Power Cord Part #CP-PWR-CORD-NA= Cisco Systems Inc. Cisco IP Telephones IP Telephony (Cisco)	Y	14	\$4.30	\$60.20
38	IP Phone power transformer for the 89/9900 phone Part #CP-PWR-CUBE-4= Cisco Systems Inc. Cisco IP Telephones IP Telephony (Cisco)	Y	14	\$27.95	\$391.30

Products Total	\$4,422,738.00
-----------------------	-----------------------

Terms and Conditions Below

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 4,422,738.00
Taxable Total	\$ 3,929,786.00
Shipping/Handling	\$ 0.00
Taxes (8.50%)	\$ 334,031.81
Labor Total	\$ 0.00
Total	\$ 4,756,769.81

8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Print Title:** _____



visit us at www.ams.net

Price Quote

Order #78973

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District
District Office 5735 47th Ave Sacramento, CA 95824 ATTN: Nick Saechow

2013 - Network, Wireless, Voice Services
Merced County FOCUS contract: #2009121

Order	Project	Modified	Ship Via	Account Mgr.
78973	74769	8/14/2013		Jared Bayless

Products

	Item Description	Taxable	Qty	Unit Price	Total
	Cisco 8500 Series WLC Controller				
1	SMARTNET 8X5XNBD Cisco 8500 Series Wireless Con Part #CON-SNT-AIRCT85K Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$58,012.50	\$58,012.50
	Cisco 8500 Series HA WLC Controller				
2	SMARTNET 8X5XNBD Cisco 8510 Series High Availa Part #CON-SNT-AIRCT85 Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$6,630.00	\$6,630.00
	LMS Upgrade to Prime Infrastructure				
3	SW APP SUPP + UPGR Prime Infrastructure 1.2 - Life Part #CON-SAU-PI12LF1H Cisco Systems Inc. Cisco Prime Network Management	N	1	\$1,529.16	\$1,529.16
4	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 50 Device Part #CON-SAU-PI12LF50 Cisco Systems Inc. Cisco Prime Network Management	N	1	\$900.16	\$900.16
	NCS Upgrade to Prime Infrastructure				
5	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 50 Device Part #CON-SAU-PI12LF50 Cisco Systems Inc. Cisco Prime Network Management	N	2	\$900.16	\$1,800.32
	Prime Infrastructure 1.2 - Lifecycle				
6	SW APP SUPP + UPGR WCS to Prime Infrastructure Part #CON-SAU-PI12L10K Cisco Systems Inc. Cisco Prime Network Management	N	1	\$50,830.30	\$50,830.30
7	SW APP SUPP + UPGR Prime Infrastructure 1.2 Base Part #CON-SAU-PI12BASE Cisco Systems Inc. Cisco Prime Network Management	N	1	\$0.00	\$0.00

Products

	Item Description	Taxable	Qty	Unit Price	Total
8	ESSENTIAL SW UWL Top Lvl-ADDON only-Svc on Compone Part #CON-ESW-LCUWLADD Cisco Systems Inc. CUWL IP Telephony (Cisco)	N	37	\$0.00	\$0.00
9	ESSENTIAL SW Services Mapping SKU, Under 1K UWL ST Part #CON-ESW-SSLEDA Cisco Systems Inc. CUWL IP Telephony (Cisco)	N	1983	\$17.85	\$35,396.55
Products Total					\$155,098.99

Terms and Conditions Below

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 155,098.99
Taxable Total	\$ 0.00
Shipping/Handling	\$ 0.00
Taxes (8.50%)	\$ 0.00
Labor Total	\$ 0.00
Total	\$ 155,098.99

8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Print Title:** _____



visit us at www.ams.net

Price Quote

Order #78981

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District

District Office
5735 47th Ave
Sacramento, CA 95824

ATTN: Nick Saechow

2013 - Network, Wireless, Voice Labor

Merced County FOCUS contract: #2009121

Order	Project	Modified	Ship Via	Account Mgr.
78981	74769	8/12/2013		Jared Bayless

Labor

	Item Description	Taxable	Qty	Unit Price	Total
1	Systems Engineer CCIE	n/a	1051	\$250.00	\$262,750.00
2	Systems Engineer LAN/WAN	n/a	3943	\$200.00	\$788,600.00
3	Systems Engineer WLAN	n/a	4672	\$150.00	\$700,800.00

Terms and Conditions Below

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 0.00
Taxable Total	\$ 0.00
Shipping/Handling	\$ 0.00
Taxes (8.50%)	\$ 0.00
Labor Total	\$ 1,752,150.00
Total	\$ 1,752,150.00

8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Print Title:** _____



visit us at www.ams.net

Price Quote

Order #79046

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

Sacramento City Unified School District
District Office 5735 47th Ave Sacramento, CA 95824 ATTN: Nick Saechow

BOND PROJECT CABLING Ortronics-Essex

Order	Project	Modified	Ship Via	Account Mgr.
79046	74769	8/22/2013		Jared Bayless

Products

	Item Description	Taxable	Qty	Unit Price	Total
	ENCLOSURE / RACK MATERIAL				
1	Damac Cabinet, 78"H x 24"W x 42"D Part #CZ78BPB1BSV-3 Damac Enclosures Enclosures/Racks	Y	39	\$2,258.10	\$88,065.90
2	Damac 36"x24"x30" Wallmount Cabinet Part #WS36Z22337-3 Damac Enclosures Enclosures/Racks	Y	285	\$845.88	\$241,075.80
3	Damac 12" Lader Rack 10' Part #PLR1210-3 Damac Ladder Rack Enclosures/Racks	Y	39	\$86.06	\$3,356.34
4	Damac 19" Rack Mount Ground bar Part #ARGB019 Damac ground bar kit Enclosures/Racks	Y	324	\$54.60	\$17,690.40
5	Ladder Rack Protective End Caps Part #PLAEC Damac Ladder Rack Cabling	Y	39	\$4.88	\$190.32
6	DAMAC JUNCTION PLATE Part #PLB12RS-3 Damac Ladder Rack Enclosures/Racks	Y	39	\$29.25	\$1,140.75
7	Damac Wall Angle Support 12" Black Part #PLBA12-3 Damac Ladder Rack Enclosures/Racks	Y	39	\$19.50	\$760.50
8	JUMPER GROUND GREEN 9FT Part #40159-009 Chatsworth Products Inc. grounding & Bonding Cabling	Y	324	\$30.37	\$9,839.88
9	FAN KIT.100CFM 115VAC BK Part #12804-701 Chatsworth Products Inc. Rack Accessories Rack Mount Accessories	Y	324	\$121.96	\$39,515.04
10	ANCHOR KIT 4EA CONCRETE Part #40604-003 Chatsworth Products Inc. Open Rack Enclosures/Racks	Y	39	\$10.22	\$398.58

Products

	Item Description	Taxable	Qty	Unit Price	Total
	COPPER MATERIAL				
11	Ortronic Cat6 Tech Choice Modular WR Ivory Part #OR-KS6A-99 Ortronics Category 6 Data Jacks - Termination Devices	Y	6924	\$6.87	\$47,567.88
12	CAT 6 3FT PATCH CORD BLUE Part #CAT6-03-BL Lynn Electronics Corp. copper patch cables Patch Cable - Copper	Y	3462	\$2.72	\$9,416.64
13	CAT 6 10FT PATCH CORD BLUE Part #CAT6-10-BL Lynn Electronics Corp. copper patch cables Patch Cable - Copper	Y	3462	\$5.14	\$17,794.68
14	48 PORT HD UNLOADED FLAT KEYSTONE TECHCHOICE 2RU Part #OR-SPKSU48 Ortronics Category 6 Patch Panel - Copper	Y	336	\$54.28	\$18,238.08
15	Ortronic Tech Choice Blank WR Ivory Part #OR-KSB10-99 Ortronics Blanks Data Jacks - Termination Devices	Y	347	\$2.88	\$999.36
16	4 Port Tech Choice Wr Ivory Part #OR-KSFP4-99 Ortronics Facplates Cabling	Y	1671	\$1.84	\$3,074.64
17	Category 6 OSP Part #04-001-68 Superior Essex Outdoor CAT6 Boxed (Reel) Cable - Copper	Y	141	\$361.18	\$50,926.38
18	Category 6 PVC Part #77-240-2A Superior Essex PVC CAT 6 Boxed (Reel) Cable - Copper	Y	626	\$222.31	\$139,166.06
	WAP COPPER MATERIAL				
19	Ortronics Cat6 Tech Choice Green Part #OR-KS6A-45 Ortronics Category 6 Data Jacks - Termination Devices	Y	3510	\$6.77	\$23,762.70
20	CAT 6 3FT PATCH CORD GREEN Part #CAT6-03-GRN Lynn Electronics Corp. copper patch cables Patch Cable - Copper	Y	3510	\$2.72	\$9,547.20
21	2 Port Tech Choice Surface Mount Part #OR-KSSMB2 Ortronics Facplates Cabling	Y	1755	\$2.88	\$5,054.40
22	Category 6 PVC Part #77-240-2A Superior Essex PVC CAT 6 Boxed (Reel) Cable - Copper	Y	578	\$222.31	\$128,495.18
	WIRE MANAGEMENT				
23	Panduit Double SpaceWire Management (front & back) Part #WMP1E Panduit Panduit Wire Management	Y	684	\$62.12	\$42,490.08
	FIBER MATERIAL				

Products

	Item Description	Taxable	Qty	Unit Price	Total
24	Plenum Rated Indoor/Outdoor Fiber Optic Cable 50 m Part #LTP012-EB3010/25 Berk-Tek Berk-Tek Boxed (Reel) Cable - Fiber	Y	140000	\$1.58	\$221,200.00
25	Berk-Tek SC CONNECTOR MM Part #10062634 None SC connector Data Jacks - Termination Devices	Y	8010	\$5.78	\$46,297.80
26	Berk-Tek SC CONNECTOR SM Part #10062635 None SC connector Data Jacks - Termination Devices	Y	540	\$7.22	\$3,898.80
27	Plenum Rated Indoor/Outdoor Fiber Optic Cable SM Part #LTP12-AB0504 Berk-Tek Berk-Tek Boxed (Reel) Cable - Fiber	Y	75000	\$0.62	\$46,500.00
28	UNIVERSAL CONSUM KIT Part #49800-CON Misc	Y	324	\$109.75	\$35,559.00
29	Ortronics 1RU Rack Mount Fiber Can Part #OR-EC01U-C Ortronics Patch Panel Cabling	Y	285	\$158.33	\$45,124.05
30	Ortronics 2RU Rack Mount Fiber Can Part #OR-EC02U-C Ortronics Patch Panel Cabling	Y	63	\$174.17	\$10,972.71
31	Siecor Break Out Kit 12 Strand Part #FAN-BT25-12 Siecor / Corning Fiber Cabling Data Jacks - Termination Devices	Y	570	\$21.64	\$12,334.80
32	PNL 6/SC/DX/BLUE/CER/SM Part #OR-OF-SCD12AC Ortronics Bulkhead Cabling	Y	180	\$111.58	\$20,084.40
33	6 SC DUPLEX 12 FIBER MULTIMODE AQUA ADPT Part #OR-OF-SCD12LC Ortronics Bulkhead Cabling	Y	390	\$69.93	\$27,272.70
RACEWAY MATERIAL					
34	Wiremold PN10 Drop Ceiling Connector Ivory Part #PN10F86FV Wiremold Eclipse PN10 Nonmetallic Raceway	Y	1671	\$2.54	\$4,244.34
35	Wiremold PN10 Surface Raceway Ivory 8' Part #PN10L08V Wiremold Eclipse PN10 Nonmetallic Raceway	Y	1671	\$21.01	\$35,107.71
36	Wiremold Junction Box Ivory Part #PSB1V Wiremold Eclipse PN10 Cabling	Y	1671	\$6.40	\$10,694.40
37	Wiremold 5400 - Cover 8' (Ivory) Part #5400C Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	3800	\$37.76	\$143,488.00
38	Wiremold 5400 - Raceway Base 8' (Ivory) 2 Comp. Part #5400TB Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	3800	\$33.80	\$128,440.00

Products

	Item Description	Taxable	Qty	Unit Price	Total
39	Wiremold 5400 - Device Bracket/Jnct. Box (Ivory) Part #5407 Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	1671	\$9.76	\$16,308.96
40	Wiremold 5400 - End Cap (Ivory) Part #5410 Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	951	\$5.92	\$5,629.92
41	Wiremold 5400 - Entrance End Fitting (Ivory) Part #5410D Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	1902	\$17.76	\$33,779.52
42	Wiremold 5400 - FiberReady 2" Int. Elbow (Ivory) Part #5417FO Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	330	\$11.91	\$3,930.30
43	Wiremold 5400 - FiberReady 2" Ext. Elbow (Ivory) Part #5418FO Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	330	\$12.47	\$4,115.10
44	Wiremold 5400 - Device Bracket/Jnct. Box (Ivory) Part #5450 Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	1671	\$9.76	\$16,308.96
45	Wiremold 5400 - Duplex Faceplate (Ivory) Part #5507D Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	1671	\$3.34	\$5,581.14
46	Wiremold 5400 - FiberReady 2" Flat Elbow (Ivory) Part #5411FO Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	330	\$18.69	\$6,167.70
47	Wiremold 5500 - Cover 8' (Ivory) Part #5500C Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	460	\$38.80	\$17,848.00
48	Wiremold 5500 3 Channel Base Surface Mount Raceway Part #5500TBD Wiremold 5500 raceway Nonmetallic Raceway	Y	460	\$63.52	\$29,219.20
49	Wiremold 5500 - End Cap (Ivory) Part #5510 Wiremold Wiremold 5400 Series Nonmetallic Raceway	Y	100	\$8.08	\$808.00
50	Wiremold 5500 - Entrance Fitting (Ivory) Part #5510D Wiremold 5500 raceway Nonmetallic Raceway	Y	200	\$24.01	\$4,802.00
51	5500 Wiremold 90 Part #5511FO Wiremold 5500 raceway Cabling	Y	100	\$23.14	\$2,314.00
52	Wiremold 5500 - Internal Elbow (Ivory) Part #5517FO Wiremold 5500 raceway Nonmetallic Raceway	Y	30	\$16.07	\$482.10
53	Wiremold 5500 - External Elbow (Ivory) Part #5518 Wiremold 5500 raceway Nonmetallic Raceway	Y	30	\$15.60	\$468.00
	CONDUIT MATERIAL - S				

Products

	Item Description	Taxable	Qty	Unit Price	Total
54	EMT 2" Conduit - (1 ft.) Part #2-EMT (1 ft.) Graybar EMT (TUB) 2" Conduit Conduit	Y	32340	\$2.28	\$73,735.20
55	Power Strut Strap 2" EMT Part #PS1000 2 Allied Tube and Conduit Straps Conduit	Y	3204	\$1.69	\$5,414.76
56	Regal EMT 1 Hole Strap 2" Part #8306 Regal Mfg. 1 Hole Strap Conduit	Y	660	\$1.04	\$686.40
57	Bridgeport EMT Coupler 2" Part #265-DC Regal Mfg. Compression Coupling Conduit	Y	3234	\$7.38	\$23,866.92
58	2" EMT Compression Connector Part #STCTC116A Brady Conduit Conduit	Y	1656	\$3.28	\$5,431.68
59	2" Arlington EMT Plastic Bushing Part #EMT200 Graybar conduit Conduit	Y	2880	\$1.37	\$3,945.60
60	STI READY SLEEVE 2" FIRESTOP SLEEVE Part #FS200 Specified Technologies, INC. Fire Stopping Conduit	Y	1680	\$38.66	\$64,948.80
61	Electri-Flex Liqueflex 2" Conduit (1ft.) Part #LA16 (1 ft.) Electri-Flex Electri-Flex Liqueflex LA Series Conduit	Y	3270	\$5.59	\$18,279.30
62	Thomas Betts 2" Liquidtight Flex Connector Part #435-LT2 Steel City Thomas Betts Conduit	Y	1362	\$22.10	\$30,100.20
63	Deep Strut (10') Part #A1200HS 10 Graybar Deep Strut Conduit	Y	159	\$24.70	\$3,927.30
64	HOFFMAN 12X12X6 WATERTIGHT CAN Nema 3 Part #A12R126 Hoffman NEMA-3 Conduit	Y	291	\$48.10	\$13,997.10
65	HOFFMAN 24X24X6 WATERTIGHT CAN Nema 4 Part #A2424CHNF Hoffman NEMA-4 Conduit	Y	60	\$365.30	\$21,918.00
66	Wiremold Tele-Power Pole (25DTP-4D) 10.5', Ivory Part #25DTP-4D Wiremold Wiremold Steel 25DTP-4 Series Power Poles	Y	100	\$194.40	\$19,440.00
67	ERICO PIPE SUPPORT BLOCK Part #PP50H4 Erico Cabling Conduit	Y	216	\$20.63	\$4,456.08
68	Carlson Non-Metallic 2" PVC Conduit 10ft Part #PVC2 Carlson Carlson 2" PVC Conduit Conduit	Y	400	\$8.06	\$3,224.00
69	Carlson PVC 2" Right Angle Elbow Part #ELL90-2 Carlson Carlson 2" PVC Conduit Conduit	Y	160	\$1.95	\$312.00

Products

	Item Description	Taxable	Qty	Unit Price	Total
70	SCH40 2' Conduit Coupler PVC to Rigid Part #FA-2 Graybar Rigid 2" Conduit Conduit	Y	160	\$0.98	\$156.80
	CABLING - MISC MATERIAL				
71	Erico Caddy Hanger Part #CAT124Z34 Erico Cabling Cabling	Y	5700	\$2.50	\$14,250.00
72	Caddy J Hook Cat.32 Part #CAT324Z34 Erico Cabling Cabling	Y	5700	\$4.03	\$22,971.00
73	LABEL 10 SHEETS 324/SHT Part #59259-ACL Misc	Y	96	\$89.87	\$8,627.52
74	Berk-Tek Adhesive Part #80000130 Misc	Y	264	\$33.03	\$8,719.92
75	Berk-Tek Primer Part #80000131 Misc	Y	252	\$57.54	\$14,500.08
76	1/4 FLAT WASHER (100/PK) Part #EZFW1/4EZ Misc	Y	1096	\$9.58	\$10,499.68
77	VELCRO ROLL 600FT BLACK Part #43115-600 Misc	Y	93	\$514.75	\$47,871.75
Products Total					\$2,258,828.49

Terms and Conditions Below

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 2,258,828.49
Taxable Total	\$ 2,258,828.49
Shipping/Handling	\$ 0.00
Taxes (8.50%)	\$ 192,000.42
Labor Total	\$ 0.00
Total	\$ 2,450,828.91

8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Print Title:** _____

INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement ("**Agreement**") is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 ("**Company**") and Sacramento City Unified School District, with offices located at 5735 47th Ave., Sacramento, CA 95824, ("**Licensee**").

RECITALS

- A. Licensee finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and
- B. Licensee finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Licensee's business.
- C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the "**Infinite Campus Additional Products**"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "**Infinite Campus Products**";
- D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the "**Infinite Campus Services**");
- E. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

I.0 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Licensee with Infinite Campus Services according to the fees described in the following table:

Description	Quantity	Cost Per	Total
Infinite Campus Services, SIS Project Management Days	22	\$1,200	\$26,400.00
Infinite Campus Services, SIS Process Consulting Days	15	\$1,200	\$18,000.00
Infinite Campus Services, SIS On-Site Support Days	5	\$1,200	\$6,000.00

Infinite Campus Services, SIS Data Conversion Days	44	\$1,200	\$52,800.00
Infinite Campus Services, SIS In Person Training Days	43	\$1,200	\$51,600.00
Infinite Campus Services, SIS WebEx Training Days	12	\$1,200	\$14,400.00
Infinite Campus Services, Custom Development Days	8	\$1,300	\$10,400.00
Infinite Campus Services, Mastering the Fundamentals of Campus Seats	4	\$750	\$3,000.00
Infinite Campus Services, Fundamentals of the Campus Database Seats	3	\$1,000	\$3,000.00
Estimated SIS Travel Expenses (<i>only actual expenses will be billed</i>)			\$24,300.00
Total:			\$209,900.00

2.0 Agreement Term and Termination

2.1 Agreement Term

The term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement, and remain in effect until completed or terminated pursuant to Section 2.2

2.2 Agreement Termination

This Agreement may be terminated as follows:

- 2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 2.2.b either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure.

2.3 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

2.4 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

3.0 Payment Terms

3.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

3.3 Travel Expenses

Licensee agrees to pay Company for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Company's performance of its duties under this Agreement, as applicable. Such expenses shall be incurred in accordance with the Business Expense Policy attached hereto.

4.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

5.0 General Terms and Conditions

5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will not be obscene, child pornographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.2 Assignment

Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be

brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

5.4 Amendments; Waiver

This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

5.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

5.6 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

5.7 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Sacramento City Unified Schc

5735 47th Ave.
Sacramento , CA 95824

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

5.10 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>

IN WITNESS WHEREOF, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

Sacramento City Unified School Dist

By:

By:

Name: Eric Creighton

Name:

Its: Chief Operating Officer

Its:

Attachment 1

POLICY 314

BUSINESS EXPENSE POLICY

POLICY:

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Infinite Campus to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses:

The company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines:

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimbursement for miles driven.

Travel Expenses:

The company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals (M&IE)

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

M&IE not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for three days to a location with a \$44 M&IE rate would have a trip not to exceed amount of \$132 for the trip (\$44*3).

A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m., and is completed after 7:00 p.m. Partial days will be reimbursed using the GSA Meals and Incidental Expense (M&IE)

Breakdown for partial days

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("Agreement") is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 ("Company") and Sacramento City Unified School District, with offices located at 5735 47th Ave, Sacramento, CA 95824 ("Licensee").

RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the "Infinite Campus Product"), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the "Infinite Campus Additional Products"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "Infinite Campus Products";
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "Infinite Campus Services");
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the Infinite Campus Products and Infinite Campus Services and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").
- 1.3 Reoccurring Annual Fees. Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

2.0 Ownership and Protection of Infinite Campus Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
- 2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;
 - 2.2.b identify or discover any source code of the Infinite Campus Products;
 - 2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;
 - 2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
 - 2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.
- 2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

- 3.1 Payment Terms. Licensee shall pay Company or Company's Authorized Channel Partner the Fees as provided in the Order and Pricing Schedule(s) attached hereto.
- 3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

- 4.1 Indemnifications
- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the

defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY

MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination. Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential

damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

- 6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Software Support

Company and Licensee agree to the terms and conditions of the Software Support Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Software Support Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

8.0 Application Hosting

Company and Licensee agree to the terms and conditions of the Cloud Hosting Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Cloud Hosting Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

9.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

10.0 General Terms and Conditions

- 10.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 10.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 10.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 10.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 10.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 10.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake,

flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

- 10.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 10.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Sacramento City Unified School District

5735 47th Ave
Sacramento , CA 95824

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 10.9 Applicable Law. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- 10.10 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.10.
- 10.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the Infinite Campus Products and Services with only those rights set forth herein.

- 10.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.

Sacramento City Unified School District

By:

By:

Name: Eric Creighton

Name:

Its: Chief Operating Officer

Its:

EXHIBIT A

CLOUD HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Cloud Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Sacramento City Unified School Dis, ("Licensee") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Cloud Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Reoccurring Annual Fees

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

4.0 Services

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Cloud Hosting Services" or the "Cloud Choice Hosting Services") to Licensee:

4.1 Included Services

4.1.a System Access. Company shall provide remote access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single, Production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Company's facilities.

4.1.b Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may to use software and related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
- Licensee may not transfer or use the Microsoft Software outside the Infinite

Campus Services.

- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

4.1.c Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

4.1.d Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of archival storage in the case of Disaster Recovery.

4.1.e Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers and maintain backups of Licensee Content on such backup servers such that Company shall be capable of providing Cloud Hosting Services on and from such backup servers within twenty-four (24) hours of any catastrophic disruption of Cloud Hosting Services ("Disaster Recovery").

4.1.f ODBC Access. Company will provide ODBC access to a designated employee of the Licensee, upon completion of the ODBC Access Request Form.

4.1.g Test and Training Environment. For Licensee selecting Cloud Choice Hosting Services, in addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Staging") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

4.2 Excluded Services

- (a) Support of Client Desktops
- (b) Support or diagnosis of Local Area Network connectivity
- (c) Local Area Network device configuration such as proxy servers

5.0 **Availability of Services**

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Cloud Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Infinite Campus Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance

procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 Security

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and Licensee Content; and
- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 Change Management

7.1 For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the Products or product release levels used in the Service and in implementing Patches and Upgrades (collectively "Change Events").

7.1.a Change Management Procedures will in all cases provide for the following:

- (a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) pre-testing of changes in Company or Licensee non-Production testing environments; and
- (c) coordination of the implementation of the Change Event with the Licensee.

7.1.b Product Version. For the Initial Term, and annually thereafter, Licensee selecting Standard Cloud Hosting Services will chose a release line (currently Maintenance or Enhancement). Each Update made available by Company for the applicable release line shall be applied with 30 days of its General Availability at such a date determined solely by the Company. Licensee selecting Cloud Choice Hosting Services will additionally choose the release version for the applicable release line, and may coordinate the Update Change Event date with Company.

8.0 Licensee Proprietary Rights

8.1 Licensee Content. Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the

"Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Cloud Hosting Services.

- 8.2 Grant of Use. In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, **solely for the benefit of Licensee** and in accordance with Company's performance or enforcement of this Agreement.
- 8.3 Alterations. Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.
- 8.4 Ownership of Licensee Content. Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) days of any termination of this Agreement Licensee shall remove or request that the Company remove on a fee for service basis all Licensee Content from Infinite Campus Products.
- 8.5 Warranty of Licensee. Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.
- 8.6 Hold Harmless. Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

EXHIBIT B

SOFTWARE SUPPORT SERVICES EXHIBIT

1.0 Reference to Agreement

This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Sacramento City Unified School District, ("Licensee") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Software Support Services according to the fees indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Reoccurring Annual Fee

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services

4.0 Infinite Campus Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the "Software Support Services") to Licensee:

4.1 Software Maintenance

Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.

4.2 E-Support Services

Responses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

4.3 Telephone Support Services

Responses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

5.0 Hours of Service

Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company's offices are closed in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year's Eve Day.

6.0 Authorized Contact Personnel

Licensee shall identify up to two (2) people who shall be authorized to contact Company for technical and product questions. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

7.0 Payment

7.1 Adjustment of Support Fees

Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

7.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.

7.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

8.0 Major Alarm

7.1 Definition of a Major Alarm

A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.

7.2 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Alarm will be resolved.

7.3 Response Time for a Major Alarm.

7.3.a E-support response time – within two (2) hours.

7.3.b Phone support – within one (1) hour.

8.0 Non-Major Alarm

8.1 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.

8.2 Response Time for a Non-Major Alarm

8.2.a E-support response time – within two (2) business days.

8.2.b Phone support – within one (1) business day.

9.0 Proprietary Rights

Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.

10.0 Modifications Excluded

Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.

11.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee's computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

12.0 Warranty Provisions

Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Sacramento City Unified School District, ("Licensee").

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2014	43,000	Reoccurring	\$6.00	\$258,000.00
Messenger with Voice	7/1/2014	43,000	Reoccurring	\$0.90	\$38,700.00
Infinite Campus Services, Cloud Choice Hosting Services – SIS	7/1/2014	43,000	Reoccurring	\$1.00	\$43,000.00
Messenger Remote Dial-In Setup Fee	7/1/2014		One Time	Flat	\$500.00
Infinite Campus Services, Software Support – SIS	7/1/2014	43,000	Reoccurring	\$1.20	\$51,600.00
Infinite Campus Services, Software Support – Messenger	7/1/2014	43,000	Reoccurring	\$0.25	\$10,750.00
Online Registration Year 1	7/1/2014			Flat	\$15,000.00
Online Registration Subsequent Years (Does not include Customizations)	7/1/2015		Reoccurring	Flat	\$7,500.00
Annual Escrow Maintenance Fee					\$500.00
Online Payment (Paid to Vaco)	7/1/2014		One Time	Flat	\$150.00
One Time Fee Total					\$650.00
Total Year 1					\$417,550.00
Annual Reoccurring Total					\$410,050.00

Sacramento City Unified School District

By:

Name:

Its: