



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: November 7, 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

Division: 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. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

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>HUMAN RESOURCES</u>		
A13-00090.2 California Department of Education	7/1/12 – 9/1/14: Amendment No. 2. Decrease to Grant for Administrator Training Program due to the removal of five participants at the request of the District. Participants are required to complete training and follow-up practicum within a two-year period.	(\$15,000) New Grant Total = \$33,000

LINKED LEARNING

A14-00053 Sacramento County Office of Education	7/1/13 – 6/30/14: Funding for Career and Technical instructional programs for high school students participating in Regional Occupational Programs (ROP). Approximately 1,700 high school students are enrolled in 65 sections of ROP. Classes are located at nine district high schools. Courses include: Construction Technology, Visual Communications, Digital Media, Automotive Technology, Culinary, Computer Aided Design and Drafting, Medical Careers and Early Childhood Development. ROP classes are open to all SCUSD high school students. ROP funds will provide 13 full time equivalent teacher positions, instructional materials, and equipment for courses.	\$1,651,261 Income Contract
A14-00056 California Department of Education	7/1/13 – 6/30/14: Grant funding to support the AB 790 expansion of the statewide Linked Learning Initiative. These funds will support the existing Linked Learning Pathways, and continue the work to expand the initiative to other high schools and pathways to reach the District goal of 60% of all students enrolled in a Linked Learning Pathway by 2016. This work will align with the District's Graduate Profile, focusing on preparing students for College and Career. These funds will also be used to support the Sacramento Pathways to Success, a partnership between SCUSD, California State University, Sacramento and Sacramento City College. This partnership will develop clear lines of articulation for SCUSD graduates to pursue post-secondary options that continue their Pathway progress.	\$80,000 No Match

A14-00057
California Department
of Education

7/1/13 – 6/30/15: Grants for California Partnership Academies at C.K. McClatchy and John F. Kennedy High Schools. The California Partnership Academies are focused on smaller learning communities with a career theme. Academies serve students in grades 10-12, and are structured as schools-within-a-school. Academies incorporate integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers, and active business and post-secondary partnerships.

C.K. McClatchy: Criminal Justice Academy

\$35,760

John F. Kennedy: Culinary Arts Academy

\$53,640

EXPENDITURE AND OTHER AGREEMENTS

Contractor

Description

Amount

ADULT EDUCATION

SA14-00204
California Fire Fighter
Joint Apprenticeship
Committee

7/1/13 – 6/30/14: Agreement for Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Career and Education Center. Apprenticeship funding for RSI is provided by California Department of Education for 40,056 hours at \$5.04 per hour. The district retains 10% of the revenue generated by attendance in the program.

\$181,694

Adult Education
Funds

Strategic Plan: Aligns with Pillar II, Family and Community Engagement, and Pillar III, Organizational Transformation, by providing apprenticeship training to fire fighters and supporting teaching and learning. This is a long standing program at Charles A. Jones Career and Education Center.

FACILITIES SUPPORT SERVICES

R14-02592
J.M. Stewart Signs

11/1/13 – 6/30/14: Purchase of LED Electronic Message Centers for 20 school sites as part of the Quick Strike Projects. Site work and installation to be bid through the formal bid process and brought to the Board for approval December 19, 2013.

Piggyback Pursuant
to Public Contract
Code §20118

\$296,400

Measure Q Funds

The California Multiple Award Schedule (CMAS) allows for School Districts to purchase these products and services in which contracts have been legally advertised and award by the State of California. Sacramento City Unified School District, will utilize the terms and conditions of CMAS Contract 4-00-99-0010A.

Strategic Plan: Aligns with Pillar II, Family and Community Engagement, by helping to ensure that every school becomes an integral hub of the community by providing better communication and access.

TECHNOLOGY SERVICES

SA14-00235 Computer Information Concepts, Inc.	11/1/13 – 10/31/14: Infinite Campus Applications and Services which include a data warehouse server, analysis portal, Tableau user licenses, implementation and training of Peopleware software. These applications and services are the Business Intelligence component of the new Student Information System (replacing Zangle).	\$156,120 Measure Q Funds
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Strategic Plan: Aligns with Pillar III, Organizational Transformation, by focusing every department, team and individual on new, innovative information software that supports teaching and learning.

R14-02474 CDW-G	11/1/13 – 6/30/14: The District is looking to upgrade its current help desk and asset management software, TrackIT, which is now outdated and limited in function.	Piggyback Pursuant to Public Contract Code §20118
	The new version of this software, BMC Footprints, is a comprehensive software system that integrates computer asset management including a Mobile Device Management System, automatic asset inventory tools as well as expanded help desk capabilities to save staff time and costs.	\$366,668 Measure Q Funds

The District looks to expand incident and problem management tools in BMC Footprints to other departments, such as Human Resources and Budget Services to address department compliance, incident documentation and policy management while increasing productivity and accountability.

The Monterey County Office of Education (CalSave) allows for School Districts to purchase these products and services in which contracts have been legally advertised and award. Sacramento City Unified School District will purchase BMC Footprints software system utilizing the terms and conditions of the Monterey County Office of Education (CalSave) Contract No. 523868

Strategic Plan: Aligns with Pillar III, Organizational Transformation, by focusing every department, team and individual on new, innovative information software that supports teaching and learning.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No. 701-0495 Lease-Leaseback Agreement for Will C. Wood Windows Replacement II Project

Recommendation: Award to Clark & Sullivan Construction, License #796486

Amount/Funding: \$112,532 (Redevelopment Funds)

The lease-leaseback project delivery method is authorized by California Education Code §17406 and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

<u>Contractor</u>	<u>Project</u>	<u>Completion Date</u>
Seward L. Schreder Construction	Skylights & Roof Coating – A.M. Winn Elementary School (816-0010)	September 18, 2013
Seward L. Schreder Construction	Kitchen Floor Replacement – Will C. Wood Middle School (702-0495)	August 28, 2013
Seward L. Schreder Construction	Kitchen Floor Replacement – Luther Burbank High School (706-0530)	September 4, 2013
Landmark Construction	Roofing Project - Fern Bacon Middle School (702-0431)	September 12, 2013
Landmark Construction	Roofing Project – Leonardo da Vinci K-8 School (702-0151)	September 11, 2013
Landmark Construction	Classroom Floor Replacement – Pacific Elementary School (702-0269)	September 12, 2013

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIRE FIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2013, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CFFJAC".

WHEREAS, the CFFJAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CFFJAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CFFJAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2013 through June 30, 2014.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CFFJAC.
2. The District shall contract with the CFFJAC for all instructional and training services provided in accordance with the CFFJAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 40,056 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CFFJAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CFFJAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CFFJAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CFFJAC within 30 days of receiving a CFFJAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CFFJAC

1. The CFFJAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CFFJAC. The CFFJAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CFFJAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CFFJAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CFFJAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District
Attn: Donna Philip, Coordinator III
5451 Lemon Hill Avenue
Sacramento, CA 95824

California Fire Fighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Program Director
1780 Creekside Oaks Drive
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CFFJAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CFFJAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CFFJAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CFFJAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Fire Fighter
Joint Apprenticeship Committee



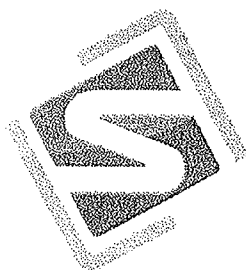
Dan Terry
Chair

Ken A. Forrest
Chief Business Officer

Date: _____

Date: 8/7/13

Bid for Sacramento City School District



stewart signs
America's Premier Sign Company

1-800-237-3928
www.stewartsigns.com

**TekStar Monochrome
LED Electronic Message Center**

1.01 ACCEPTABLE MANUFACTURER

- A. Products of the following manufacturer or comparable, provided they comply with requirements of the contract documents, are considered functionally and physically similar/acceptable:
 - 1. TekStar
 - a. With Internally Illuminate Identification cabinet, Integrated LED display and Support Structure
 - b. By: J.M. Stewart Corporation
2201 Cantu Court, Sarasota, FL., 34232

1.02 QUALITY ASSURANCE

- A. Quality Standards: Provide complying with the following standards
 - 1. Signage and work under this section shall be manufactured by vendors dealing extensively in this type of work and capable in producing first quality work
 - 2. Entire sign, LED display shall be obtained from a single manufacturer to ensure uniformity in quality of appearance and construction
 - 3. Vendor shall have at least seven (7) years of experience providing LED products and services for other organizations
 - 4. All work and installation shall be in accordance with the requirements of these Specifications and manufacturer's recommendations. In the event of disagreement between these specifications and the manufacturer's recommendations, these Specifications shall govern..

1.03 MATERIALS AND CONSTRUCTION

- A. Integrated LED Display Cabinet
 - 1. Sign cabinet shall be serviceable from the front
 - 2. Welded aluminum cabinets (1) mounted inside the outer cabinet
 - 3. Available as single-sided or double-sided
 - a. Cabinets shall be of weather resistant design
 - b. Cabinet finish shall have an industrial, graffiti resistant, texture coating
 - c. LED cabinets shall be climate controlled by thermostat, controlling fans.
 - d. Cabinets shall have side ventilation/water diverters.
 - e. All LED tiles are conformally coated for weatherproofing purposes
 - 4. Matrix: 32x96, 48x128
 - 5. LEDs per pixel: 2 (2 red / amber)
 - 6. On Center Dimension spacing of pixels: 20mm
 - 7. A hinged cover, utilizing UV resistant Makrolon SL®, will protect the display. This hinged cover is constructed with a prop-rod system to hold the face open for easy access to internal components. The Makrolon SL® lens is an integrated part of the cover, NOT an after-market sheet that is bolted to the sign face over the LEDs. (Integrated lens prevents virtually all condensation.)
 - 8. The LED display will be constructed such that the entire LED display can be tilted down to allow ease of service of components behind the LED display.
 - 9. LED color: Red

- a. NIT Rating shall be variable, up to 8,000 NITs
- 10. Matrix shall utilize modular construction and each module will conform to 8 pixels high by 16 pixels wide for 24 high displays and 16 pixels high by 16 pixels wide for 32 and 16 high displays.
- 11. Parent-child relationship for control of double-sided signs
- 12. The LED display shall be capable of displaying the following:
 - a. Up to 4 lines of text depending on matrix size
 - b. Text sizes range from 5.5" - 22.4" depending on matrix size
- 13. Display shall be capable of displaying graphics, video clips and animations.
 - a. 256 shades of grayscale
 - b. Up to 30 frames per second video clips, animations and transitions
 - c. 480 Hertz refresh rate (eliminates jerky movements)
 - d. 2G-flash memory card for holding on-board graphics and text

B. System Requirements

- 14. The owner will provide a computer to control the electronic message center. This computer will conform to the following format:

Operating System	Windows 98 SE, NT, 2000, or XP, Windows 7
Processor	266MHz or faster Pentium III or compatible
Hard Drive	130MB free space (300MB for full install)
Memory	256MB or higher
Data Feed	Modem - 56K Modem required RS485 Direct Connect - Serial or USB required 10/100 Network Card - Required for network connection

C. Software Specifications

- 15. Scheduling will be made in 12 or 24-hour formats.
- 16. User-friendly menu and icon based software
- 17. Wizards will be built in to allow graphics and text to be incorporated together
- 18. On-line help will provide excerpts from the Owner's Manual
- 19. Menu-guided control
- 20. Simultaneous display and edit capability
- 21. Automatic rebooting of system disk shall be made after power outage; system clock and calendar shall continue to function during power failure.
- 22. Software, program sequences and schedules must be able to be stored on floppy disk or fixed disk to allow operator to edit previously used messages
- 23. Various text modules and scalable fonts
- 24. Traveling text
- 25. Scheduling can be pre-programmed years in advance
- 26. Menu guided control of all software features
- 27. Unlimited online upgrades to software for life
- 28. Unlimited access to online graphics library for life

C. Power Supplies

- 1. The LED display shall be powered by 100% solid-state electronic operating circuitry.

E. Information Transmission Method Options

1. The unit will include a USB port on the outside of the cabinet for direct communication to upload play files.
2. LED display shall be compatible with the following Transmission Methods. Each method shall have specific requirements and shall be reviewed and decided upon prior to manufacturing.
 - a. Ethernet Cable
 - b. Ethernet Cable with Extender
 - c. USB and Ethernet
 - d. Fiber Optic Cable
 - e. Short Range Wireless
 - f. Customer Provided Wireless Device
3. Temperature Probe shall be included with the LED cabinet

F. Heat Protection

1. At or above 29° C (80° F), a cooling fan will automatically turn on
2. If the temperature drops to 19° C (67° F), then the cooling fans will turn off
3. At or above 80° C (120° F), the sign will automatically shut down to protect against damage.

G. Identification Cabinet

1. Pan-formed, Bayer Makrolon SL® sign faces (UV / graffiti / vandal resistant)
2. Second surface (inside), 3M High Performance Translucent vinyl for all name / logo graphics
3. Lifetime warranty against all defects in material and workmanship
4. Lifetime warranty against all vandalism breakage except that caused by acts of God or gunshots

H. Outer Cabinet

1. 10" extruded aluminum cabinet
2. Heli-arc welded, mitered corners
3. Acid treatment to remove impurities prior to powder coating
4. Finished with a graffiti resistant powder coat to match support structure
5. Lifetime warranty against all defects in material and workmanship
6. Intake and exhaust fans are used to cycle air and remove heat

1.04 SPECIFIED PRODUCT WARRANTY

A. Provide written warranty for complete warranty terms - *No less than the SCUSD specifications provided*

1. Sign Structure and Identification Cabinet: Under Normal use and service should the sign malfunction during the life of the sign due to defects in workmanship or materials, the Manufacturer will repair or replace any of the defective materials.
2. The warranty shall also include refinishing and reinstallation, which may be required due to repair or replacement of defective sign where defect was not apparent prior to installation

B. LED Electronic Display

1. Manufacturer to warrant the LED Electronic Display components to be free from defects in workmanship or materials for a period of five years from the date of Substantial Completion.
2. Damage caused by abuse, misuse, misapplication or accidental damage outside the control of the Manufacturer (including Lighting), and any consequential or contingent liability is excluded from the warranty.
3. Manufacturer will repair or replace malfunctioning or defective parts. Removal and reinstallation is the responsibility of the customer.

4. Manufacturer to warrant the LED display cabinets to be free from defects in workmanship & materials for the LIFE of the sign.
- C. Contractor shall be responsible for replacement or refinishing of sign where Contractor's work contributed to rejection or to voiding of manufacturer's warranty.

1.05 SOFTWARE TRAINING

A. Telephone training provided at no charge http://www.stewartsigns.com/support/support_tekstar.php

B. On-Site Training:

1. On-site Training is optional. *is included in Price per site*
2. Initial Training Set-up (ON SITE Training option ONLY)
 - a. Vendor will provide factory-trained technician to be on site on average 2 to 4 hours to train customer in programming the sign. This technician must be completely familiar with the system construction, assembly and testing of equipment.
 - b. Technician will perform a visual inspection of the overall sign to ensure proper installation.
 - c. Technician will open and internally inspect the LED display cabinet(s) to insure all connections are sound and components are properly fastened in place.
3. Before Initial Power-on, Technician to verify (ON-SITE-Training-option-ONLY) *included*
 - a. All display modules are properly mounted and secure
 - b. Software is loaded on specified computers
4. Post-power-on, Technician to perform the following (ON-SITE-Training-option-ONLY) *included*
 - a. Transmit a simple text message and verify communication
 - b. Transmit a full screen test pattern to verify all pixels turn on. Program the dimming schedule
 - c. Train staff on usage of the sign software

1.06 SUBMITTALS

- A. Detailed plans, specifications will be provided by the manufacturer. Any engineering will be done by the contractor or district. *manufacturer.*
- B. Manufacturer will provide online links to software, programming / user manuals and maintenance procedures.

C. Any permits or DSA APPROVALS ARE BY THE MANUFACTURER.

RWD 10/23/13

SLUSD comments

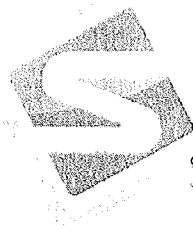
Sacramento City Schools

Bid Tabulation Per School

School Name	Size	Location	Total Bid Per School
Caroline Wenzel 72 x 120	6' x 10'	Single Sided Wall Mount	12,820.00
Bowling Green Chacon	6' x 10'	Single Sided Wall Mount	12,820.00
Health Professions	6' x 10'	Single Sided Wall Mount	12,920.00
Matsuyama	6' x 10'	Single Sided Wall Mount	12,920.00
Bowling Green McCoy	6' x 10'	Single Sided Wall Mount	12,920.00
Jones Skills & Business Center	6' x 10'	Single Sided Wall Mount	13,170.00
Elder Creek	6' x 10'	Single Sided Wall Mount	12,820.00
Bret Harte	6' x 10'	Single Sided Wall Mount	12,870.00
Kit Carson	6' x 10'	Single Sided Wall Mount	12,820.00
Fr. Keith B. Kenny	6' x 10'	Single Sided Wall Mount	12,820.00
H. W. Harkness	6' x 10'	Single Sided Wall Mount	13,020.00
Peter Burnett 60 x 96	5' x 8'	Double Sided Pedestal Mount	18,330.00
Edward Kimble	5' x 8'	Single Sided Pedestal Mount	14,750.00
John D. Sloat	5' x 8'	Single Sided Pedestal Mount	14,650.00
Camellia Basic	5' x 8'	Double Sided Pedestal Mount	18,250.00
Genevieve Didion	5' x 8'	Double Sided Pedestal Mount	18,250.00
Caleb Greenwood	5' x 8'	Single Sided Pedestal Mount	14,750.00
John Cabrillo	5' x 8'	Double Sided Pedestal Mount	18,250.00
James W. Marshall	5' x 8'	Double Sided Pedestal Mount	18,850.00
Golden Empire	5' x 8'	Double Sided Pedestal Mount	18,400.00
			\$ 296,400.00

Please see attached notes for clarifications

1. Price includes - shipping, delivery, storage, if required, sales tax, installation, on site training & telephone training.



stewartsigns

LED Signs & Displays

NOTES AND CLARIFICATIONS

- Stewart Sign has been manufacturing LED permanently installed display since 1995
 - Stewart Signs has well over 10,000 LED Signs Installed throughout the United States
 - We have been operating as Stewart Signs since 1968
 - Our toll free help desk # is 855-841-4624
 - All of our displays are assembled in the United States. Our manufacturing plant is located in Clanton AL. The trip charge for visiting the plant as requested is not included.
 - Our LED displays are conformal coated with potted LED's. We do not test our displays underwater.
 - All of the displays will have a vandal cover in one unitized frame.
 - Our software is operational on PC based computers only.
 - RSS feeds from outside data sources is not available.
1. We have provided a Stewart Signs LED display. All pricing is based on the clarifications above.
 2. Damage to irrigation lines is ^{to be repaired (if damaged during scope of work)} not included in our pricing.
 3. Clear and good access to front and rear of signs is required
 4. This quote is based on normal digging conditions. Rock or other digging impediments are not included
 5. All communications and electrical services will be provided by others and located as close as possible to the sign locations.
 6. The remaining general specifications listed in the revised specifications as sent out by the Sacramento City Unified School District are included in our overall price.
 7. Installation, including ^{but not limited to:} Demo of (E) signs & Footings, (U) concrete Footing and REBAR, structural Attachments, etc... For A complete installation are per Stewart signs and included in the price.
 8. Stewart Signs and their subcontractors are responsible to ^{Patch and repair Damage to (E) caused by this scope of work.}
- 2201 Cantu Court Suite 215 Sarasota, FL 34232
(941) 378-4242 (800) 237-3928 Fax (800) 485-4280
www.stewartsigns.com



CIC LICENSED PRODUCT AGREEMENT

Contract Date: October 16, 2013

LICENSED PRODUCT AGREEMENT

This Licensed Product Agreement ("Agreement") is by and between Computer Information Concepts, Inc., 2843 31st Avenue, Greeley, Colorado 80631 ("CIC") and Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 98524 ("Customer").

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have these agreed-upon meanings:

1.1 **Custom Programs.** Any software, documentation, database, or other intellectual property: (a) designated as Custom Programs on an Exhibit; or (b) supplied by CIC pursuant to CIC's Annual Peopleware Schedule.

1.2 **Documentation.** All standard written user information, whether in electronic, printed or other format, delivered to Customer by CIC with respect to Licensed Product, now or in the future, including but not limited to instructions, on-line help messages, manuals, training materials, and other publications of the licensor that contain, describe, explain or otherwise relate to Licensed Product. One (1) copy of CIC's standard documentation for Licensed Product is furnished to Customer with this license.

1.3 **Licensed Product.** All computer programs (including Custom Programs) or other electronically readable product, except Third Party Software, whether in Source, machine readable, or object code, all documentation, and all Technical Information provided to Customer or created by Customer pursuant to this Agreement now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered.

1.4 **Licensed Site(s).** The district and / or site(s) at which Customer is authorized to utilize Licensed Product, as specified on the applicable Exhibit.

1.5 **Exhibit.** A schedule designating, among other things, Licensed Product to be licensed to Customer hereunder, the Licensed Sites, and the fees payable to CIC for such license and related support and services. Such schedule(s) may be attached to this Agreement at execution or added by mutual agreement of Customer and CIC at a later date. All Exhibits are incorporated into and made a part of this Agreement by reference.

1.6 **Source Code.** Licensed Product specified in an Exhibit as it appears in programming language.

1.7 **Technical Information.** All technical information, know-how, schematics, databases and other intellectual property, other than computer programs and documentation, that may be supplied to Customer under this Agreement.

1.8 **Third Party Software.** All computer programs, documentation, or other electronically readable product licensed and supported by an entity other than CIC and identified as Third Party Software on a Schedule.

2. LICENSE GRANT.

2.1 **Basic Terms.** Subject to the terms and conditions of this Agreement, CIC grants to Customer a restricted, personal, non-exclusive, non-transferable license to use Licensed Product to support its internal business and administrative functions simultaneously on an unlimited number of processing units, unless specified differently on the applicable Exhibit. Unless specified in an Exhibit, Source Code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 **Service Bureau.** Unless specified in this Agreement or an Exhibit, Licensed Product may not be used to perform service bureau functions for third parties or to process or manage non-Customer data.

2.3 **Copies.** Customer shall have a license to make copies of Licensed Product, provided that (a) copies of Licensed Product other than documentation may be made, in machine readable form, only for backup or archival purposes; (b) copies of documentation may not be made if specifically prohibited by CIC in writing; and (c) in all cases, copies of Licensed Product may be made only as is necessary to support the use permitted under the terms and conditions of this Agreement. Customer shall affix all copyright and other proprietary rights notices on all copies of Licensed Product. Customer shall not otherwise reproduce Licensed Product. Any tests generated through use of Licensed Product may not be provided or copied for use by anyone other than Customer.

2.4 **License Term.** Each license granted under this Agreement shall be perpetual, unless a different term is specified on an Exhibit, or this license is terminated earlier under the provisions of this Agreement. The term of the license shall commence as specified on an Exhibit or on the date of execution of this Agreement by CIC.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT.

3.1 **Copyright.** Licensed Product is protected by trade secret and/or copyright law and is proprietary to CIC and/or its licensor(s). The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and trade secrets in Licensed Product, are and shall remain the property of CIC or its licensor(s).

3.2 Confidentiality. Customer agrees to keep Licensed Product confidential and to utilize reasonable efforts to protect and prevent Licensed Product from unauthorized disclosure or use. Customer shall not transfer, assign, provide or otherwise make Licensed Product available, in any form, to another entity, unless such use is specifically authorized in this Agreement, a Schedule, or an Exhibit, without the prior written consent of CIC. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Customer in violation of this Agreement shall be void. Customer shall be responsible for the use, operation, storage, management and safety of the copies of Licensed Product in its possession or control. All copies of Licensed Product except those made for backup and archive purposes will be retained at the Licensed Site(s).

3.3 Modifications. Customer shall not modify Licensed Product, or provide any person with the means to do the same, without CIC's express written authorization. In addition, Customer shall not reverse engineer Licensed Product or attempt to create Source Code for Licensed Product by any means without CIC's express written authorization. Should CIC permit Customer to create any modifications, enhancements or other works that contain complete or partial copies of Licensed Product, incorporate any trade secret information contained in Licensed Product, are created with the benefit of proprietary information or know-how contained in Licensed Product, or constitute translations, conversions, compilations, or updated or derivative works of Licensed Product, then all right, title, and interest in and to such modifications, enhancements or other works shall be the property of CIC and Customer agrees to assign all rights to same to CIC. Customer further agrees to cooperate with CIC and fulfill any reasonable request of CIC with respect to preserving CIC's proprietary rights in such modifications, enhancements or other works. Should CIC permit Customer to utilize any third party to create any such modifications, enhancements or other works, Customer shall obtain such third party's written agreement to the terms of this Section 3.3 in connection with the creation of same.

4. AUDIT. Customer agrees to maintain (and to allow CIC to inspect) records of the number and location of the original and all copies of Licensed Product. All such records will be maintained at the Licensed Site(s), unless prior written notice has been sent to CIC. Before disposing of any media containing Licensed Product, Customer agrees to take all necessary steps to destroy or erase all Licensed Product codes, programs and other proprietary information of CIC and its licensors contained in such media.

5. SUPPORT AND SERVICES.

5.1 Support. CIC shall provide Support Services (as defined in CIC's Annual Peopleware Schedule, a copy of which has been provided to Customer and which is incorporated herein by reference) for Licensed Product, subject to the terms of this Agreement and CIC's Annual Peopleware Schedule. Customer's initial support term will begin upon shipment of Licensed Product and terminate one (1) year thereafter, unless otherwise specified in the applicable Annual Peopleware Schedule or terminated earlier in accordance with the terms of this Agreement or CIC's Annual Peopleware Schedule. In the event that CIC provides, in its discretion, services requested by

Customer that are outside the scope of Support Services, or services resulting from Customer's failure to fulfill its responsibilities set forth in CIC's Annual Peopleware Schedule, Customer shall be charged for those services at CIC's then-current time and materials rates.

5.2 Services. CIC shall provide such professional services as may be agreed to by CIC and Customer pursuant to CIC's Initial Peopleware Schedule, a copy of which has been provided to Customer and which is incorporated herein by reference. Customer agrees to pay for such services at the rates and charges specified in the applicable Exhibit (as defined in CIC's Initial Peopleware Schedule), or if no rates are specified in the Exhibit or there is no Exhibit, then at CIC's standard rates and charges when such services are performed. Unless otherwise specified, all rates quoted are for services to be performed during CIC's normal business hours; additional charges may apply for evenings, weekends or holidays. Except as otherwise specified in a Exhibit, Customer shall also pay CIC for travel expenses, lodging, meals and other expenses incurred by CIC in the performance of services. All such additional charges will be due and payable concurrently with payment for services. CIC reserves the right to impose a minimum labor charge for each on-site visit. CIC's rates and charges for professional services are subject to change at any time. If particular rates or charges are specified in an Exhibit, however, those rates or charges will apply to the services set forth in such Exhibit. CIC reserves the right to change service rates and charges as well as other terms as a condition of entering into any new Exhibit, or any extension or amendment of any pre-existing Exhibit.

6. CHARGES AND PAYMENTS.

6.1 Fees and Taxes. Customer agrees to pay CIC the fees set forth on all applicable Exhibits, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes, however designated. If Customer claims tax exempt status, Customer agrees to provide CIC with evidence of such tax exemption upon CIC's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions. All pricing set forth in any Exhibit is in United States dollars.

6.2 Payment Terms. All charges set out in this Agreement or any Schedule / Exhibit shall be due and payable according to CIC's invoice terms. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.

6.3 Appropriation of Funds. Customer represents and warrants that it has obtained an appropriation of funds sufficient to meet its obligations hereunder during its present fiscal year. Customer further represents and warrants that it intends to maintain this Agreement in effect for the full period specified in this Agreement or any Schedule / Exhibit and will seek appropriation of sufficient funds to make all payments due hereunder during the term hereof. In the event that sufficient funds to make such

payments are not appropriated for any future fiscal year during the term of this Agreement, Customer may terminate this Agreement in whole or in part upon ninety (90) days prior written notice to CIC. Should Customer terminate this Agreement for non-appropriation of funds, Customer agrees not to license or contract for similar products or services from any other third party for a period of one (1) year after the date of termination.

7. THIRD PARTY SOFTWARE LICENSE TERMS. Any Third Party Software is provided to Customer pursuant to separate license agreement(s) between Customer and the third party supplier. The license agreement(s) for such Third Party Software will be provided to Customer. All support, warranties, and services related to Third Party Software are provided by the licensor of the Third Party Software under such third party's terms and conditions, and not by CIC. Only Sections 6, 7, 8.3, 9 and 10 of this Agreement apply to Third Party Software and any related services set forth on a Schedule.

8. LIMITED WARRANTIES. The following warranties are supplied with respect to Licensed Product listed on an Exhibit or Schedule.

8.1 Conformity to Specifications. CIC cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite CIC's reasonable efforts to do so. CIC does, however, warrant for a period of ninety (90) days after shipment that: (a) Licensed Product (other than Custom Programs supplied by CIC pursuant to CIC'S Annual Peopleware Schedule), as originally delivered under this Agreement, will substantially conform to the applicable description and specifications contained in the documentation delivered with such Licensed Product; and (b) Custom Programs supplied by CIC pursuant to CIC's Annual Peopleware Schedule will substantially conform to the specifications set forth in the applicable Exhibit pursuant to CIC's Annual Peopleware Schedule. The foregoing warranty shall not apply to Licensed Product that has been modified, damaged or used in a manner that does not conform to the instructions and specifications contained in the documentation for such Licensed Product. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify CIC in writing during the warranty period and provide CIC with sufficient detail to allow CIC to reproduce the problem. After receiving such notification, CIC will undertake to correct the problem by programming corrections, reasonable "work-around" solutions and/or documentation corrections. If CIC is unable to correct the problem after a reasonable opportunity, CIC will refund the license fees paid for such Licensed Product and Customer's license to use such Licensed Product will terminate. The foregoing states the complete and entire remedies that Customer has under this warranty. CIC shall have no responsibility for any warranty claims made outside of the warranty period. **THIS WARRANTY DOES NOT APPLY TO TECHNICAL INFORMATION.**

8.2 Warranty Against Infringement. CIC warrants that neither Licensed Product in the form delivered by CIC to Customer, nor its normal use, will infringe any valid United

States Patents or copyrights existing at the time of delivery, provided, however, that this warranty does not extend to any infringement arising out of the use of Licensed Product in combination with systems, equipment or computer programs not supplied by CIC, or any use of Licensed Product outside of the United States, or any modification of Licensed Product. CIC will hold Customer harmless from any valid third party claim of infringement that constitutes a breach of the foregoing warranty, provided that CIC must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim. If Customer's use of any Licensed Product is restricted as the result of a claim of infringement, CIC shall have the right, but not the obligation, at its option to: (a) substitute other equally suitable Licensed Product; (b) modify the allegedly infringing Licensed Product to avoid the infringement; (c) procure for Customer the right to continue to use such Licensed Product free of the restrictions caused by the infringement; or (d) take back such Licensed Product, refund to Customer the license fee previously paid for such Licensed Product depreciated on a straight line basis over sixty (60) months, and terminate Customer's license to use such Licensed Product. **THIS WARRANTY DOES NOT APPLY TO CUSTOM PROGRAMS OR TO TECHNICAL INFORMATION.**

8.3 DISCLAIMER OF OTHER WARRANTIES. THE FOREGOING CONSTITUTES AND EXPRESSES THE ENTIRE STATEMENT OF CIC AS TO WARRANTIES FOR LICENSED PRODUCT. CIC AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. REMEDIES AND TERMINATION.

9.1 Termination. CIC shall have the right to suspend performance under this Agreement in the event Customer is in breach of any of its obligations under this Agreement or threatens to breach any of its obligations under Sections 3 or 4. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that CIC shall have the right to terminate this Agreement immediately upon written notice in the event Customer breaches, or threatens to breach, any of its obligations under Sections 3 or 4.

Upon expiration of the initial license / support term or any renewal support term, Customer's license (for annually licensed products) and support term shall automatically be extended for a renewal term of one (1) year, unless: (a) either party notifies the other in writing of non-renewal at least ninety (90) days prior to the end of the expiring support term; or (b) CIC does not receive the applicable fees for the renewal term within thirty (30) days of CIC's invoice. For the initial term, Customer shall pay the charges specified in the applicable Exhibit. For renewal terms, Customer shall pay CIC's then current fees for annually licensed products and support.

9.2 Non-use. The license granted under this Agreement with respect to a particular Licensed Product shall terminate without notice if Customer ceases using such Licensed Product at any time for a period of six (6) months or more after Customer's initial use of such Licensed Product.

9.3 Remedies. In the event of an uncured material breach of this Agreement by Customer, CIC shall have the right to pursue any and all remedies existing at law or in equity and to collect all expenses of collection and enforcement of CIC's rights and Customer's obligations hereunder, including reasonable attorneys' fees. CIC's remedies under this Agreement shall not be deemed exclusive but shall be cumulative and in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy of CIC shall impair or affect its right to exercise the same. In the event of an uncured material breach of this Agreement by CIC, Customer's sole and exclusive remedy shall be a refund of the charges paid for the applicable Licensed Product or other item or service that is the subject of such breach.

9.4 Injunctive Relief. Breach of the provisions of Sections 3 and 4 could result in irreparable injury to CIC. Accordingly, CIC shall have the right to secure equitable relief against any actual or threatened breach of any provisions of Sections 3 or 4, without proving actual damages.

9.5 Effects of Termination. Except as otherwise expressly provided in this Agreement, in the event of any partial or complete termination of any provision of this Agreement, any Schedule, or Exhibit. Customer shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. CIC's remedies for Customer's breach of this Agreement, together with the provisions of Sections 3, 4, 6, 7, 8.3, 9, 10 and 11, shall survive termination of this Agreement. If partially terminated with respect to a particular product or service, this Agreement will remain in effect for all other products and services that have been provided hereunder to Customer.

9.6 Return of Licensed Product. Immediately upon any termination of a license for any Licensed Product under this Agreement, Customer shall, at its own expense, either return to CIC or destroy all copies of such Licensed Product in its possession or control, and shall forward written certification to CIC that all such copies of such Licensed Product have either been destroyed or returned to CIC. If Customer fails to submit such certification to CIC within ten (10) days after the date of termination, CIC shall have the right, to the extent permitted by law, to enter on Customer's premises to remove or repossess all copies of such Licensed Product that Customer has in its possession or under its control.

10. LIMITATION OF LIABILITY. CIC AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST BUSINESS, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, EQUIPMENT,

TECHNICAL INFORMATION, SUPPORT, SERVICES OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF CIC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL THE LIABILITY OF CIC AND ITS LICENSORS FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE FEE OR PRICE PAID FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF CIC AND ITS LICENSORS RELATING TO PRODUCTS AND SERVICES DELIVERED IN SUBSEQUENT YEARS EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO CIC DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR PRODUCTS OR SERVICES ON WHICH THE CLAIM IS BASED.

11. GENERAL.

11.1 Governing Law. This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Colorado.

11.2 Severability. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties.

11.3 Authorization. The person executing this Agreement on behalf of Customer represents that he/she is authorized to sign this Agreement on behalf of Customer and warrants that he/she has full power to enter into this Agreement on behalf of Customer.

11.4 Limitation on Actions. Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

11.5 Notices. Any and all notices shall be sent by United States First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid) to the addresses for the parties set forth above. Either party may change its notice address by notifying the other in like manner.

11.6 Force Majeure. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes, or labor disputes.

11.7 Terms of Agreement. To the extent permitted by law, Customer agrees that the terms of this Agreement, including all pricing for CIC products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of CIC.

11.8 Total Agreement. This Agreement, inclusive of all Schedules and Exhibits, constitutes the complete and entire

agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to Licensed Product, support, or any related products or services provided. In the event of a conflict among any Schedule, Exhibits, and the other terms of this Agreement, the order of precedence shall be: the Exhibit; the Schedule; and the other terms of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement of both parties. Headings used in this Agreement are for reference only and are not interpretive. This Agreement shall be subject to acceptance by a duly authorized officer of CIC at its offices, indicated by the execution hereof. In the event Customer issues a purchase order or other instrument covering the Products and / or Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

11.9 Non-Employment. Independent of any other obligation under this Agreement, Customer and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement.

The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

11.10 Assignment. This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and (to the extent specified in assignment) assignees, and not for the benefit of any other person or legal entity. Neither party shall assign this Agreement without first obtaining the prior written consent of the other party, whose consent shall not be unreasonably withheld.

11.11 Status. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11.12 Insurance. During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

11.13 Subject Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED, AND AGREES TO THE TERMS OF, CIC'S ANNUAL PEOPLEWARE SCHEDULE, INITIAL PEOPLEWARE SCHEDULE, AND EXHIBIT(S), WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

COMPUTER INFORMATION CONCEPTS, INC.

CUSTOMER

By: _____

By: _____

Name: Steven K. Bohlender

Name: _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

THE FOLLOWING SCHEDULES ARE INCORPORATED HEREIN. PLEASE ACKNOWLEDGE AS INDICATED.

ANNUAL PEOPLEWARE SCHEDULE X _____

INITIAL PEOPLEWARE SCHEDULE X _____



ANNUAL PEOPLEWARE SCHEDULE

1. DEFINITIONS. Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement between Customer and CIC ("Agreement"). In addition, for purposes of this Annual Peopleware Schedule ("Annual Schedule"), the following definitions shall apply:

1.1 Exhibit shall mean any of the following forms of documentation of CIC's written agreement to perform services pursuant to these Policies: (a) the specification in an Exhibit of services to be performed by CIC; (b) a separate Exhibit established by mutual written agreement of CIC and Customer; or (c) CIC's written acknowledgment that it will perform services requested by Customer through a purchase order or otherwise.

1.2 Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet CIC's minimum requirements, which will change over the life of this Agreement. User mistakes are not Errors within the meaning of this Annual Schedule. Errors may be due to problems in Licensed Product, the documentation, or both.

1.3 New Products shall mean new program products or modules of CIC which provide features, functions or applications not included in Licensed Product. A new name will be associated with New Products. A New Product may be usable with or in addition to a Licensed Product and will be licensed to Customer under the terms of a Licensed Product Agreement after payment of applicable fees.

1.4 New Release shall mean an update of Licensed Product issued by CIC as a "New Release," which includes all PTF's, together with such other corrective updates and improvements to Licensed Product that CIC may, in its discretion, develop and deem ready for distribution. A New Release is licensed to Customer under the same terms as the old release, unless otherwise stated in writing by CIC.

1.5 New Version shall mean an upgrade of Licensed Product issued by CIC as a "New Version," which includes all PTF's, together with such other corrective updates and major enhancements and improvements to Licensed Product that CIC may, in its discretion, develop and deem ready for distribution. A New Version is licensed to Customer under the same terms as the old version, unless otherwise stated in writing by CIC.

1.6 Program Temporary Fix (PTF) shall mean a patch or corrective update of Licensed Product which CIC prepares on an interim basis (prior to issuance of a New Release or New Version) to correct programming Errors that prevent or obstruct

normal operation of Licensed Product in accordance with the applicable then-current Documentation. PTF's are licensed to Customer under the same terms as Licensed Product, unless otherwise stated in writing by CIC.

1.7 Support Services shall mean those services provided hereunder with respect to Licensed Product.

1.8 Support Term shall mean the length of time Support Services are to be provided hereunder and for which Customer has paid any applicable Support Services fees, including any initial support term specified in the Agreement and any renewal support terms provided for in the Agreement.

1.9 Telephone Support shall mean telephone support services, twenty-four (24) hours / day, seven (7) days per week, regarding Customer's use of Licensed Product and any problems that Customer experiences in using Licensed Product.

2. SUPPORT SERVICES. CIC, or an entity under contract with and certified by CIC to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

2.1 Support Services. CIC agrees to perform the support services specified in an Exhibit, provided that CIC may, at its option, arrange for any support services specified in a Exhibit to be performed by another entity certified by CIC to provide such services.

2.2 Support. Support Services shall include: (a) Telephone Support; (b) PTF's, as needed to address an Error that Customer is experiencing in using Licensed Product; (c) access to CIC's Internet on-line technical support (as available by product); and (d) New Releases and New Versions. Support Services do not include New Products.

2.3 Custom Programs. For Custom Programs, Support Services are available only on a time and materials basis at CIC's current rates and charges for these services.

2.4 Technical Information. Technical Information as defined in the Agreement is not supported by CIC.

2.5 Support of Prior Releases and Versions. After the distribution of a New Release or New Version, Telephone Support for the prior release or version will be available for ninety (90) days, after which time Telephone Support for the prior release or version will only be available at CIC's discretion, on a time and materials basis, at CIC's then current rates and charges. PTF's for prior releases and versions will only be available at CIC's discretion, on a time and materials basis, at CIC's then current rates and charges.

2.6 Training. In order to receive Support Services described herein, Customer must purchase training regarding the use and operation of Licensed Product from either CIC or a third party that has been certified by CIC to supply such training. Customer acknowledges and agrees that if Customer places a Telephone Support call to CIC, and the answer to Customer's question or

resolution of Customer's problem is contained in the documentation delivered to Customer with the applicable Licensed Product, then CIC may, in its discretion, bill Customer on a time and materials basis, at CIC's then-current rates and terms, for providing Telephone Support relating to such question or problem.

2.7 Problem Identification / Vendor Communication.

Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and its vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

3. CUSTOMER RESPONSIBILITIES. To receive Support Services, Customer shall: (a) report Errors or suspected Errors for which support services are needed, and supply CIC with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain computer systems and operating systems that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product, as supplied by CIC; (e) maintain hardware and system software consistent with CIC's minimum requirements; and (f) timely install all PTF's, New Releases and New Versions supplied by CIC in the proper sequence, and have the most current release or version of Licensed Product (or a prior release or version supported under Section 2.4) installed at all times during the Support Term.

4. WARRANTIES

4.1 DISCLAIMER OF ALL OTHER WARRANTIES. CIC does not warrant that the operation of Licensed Product (including PTF's, New Releases and New Versions) will be uninterrupted or Error-free, or that all Errors will be corrected, despite CIC's reasonable efforts to do so. Nor does CIC warrant that PTF's, New Releases or New Versions thereof conform to state regulatory requirements or that the PTF's, New Releases or New Versions will be maintained to conform to such requirements now or in the future. It is Customer's (and not CIC's) responsibility to understand and comply with all such requirements.

CIC AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO ALL SERVICES AND OTHER ITEMS AND PRODUCTS FURNISHED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



INITIAL PEOPLEWARE SCHEDULE

1. **DEFINITIONS.** Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement between Customer and CIC ("Agreement"). In addition, for purposes of this Initial Peopleware Schedule ("Initial Schedule"), the following definition shall apply:

1.1 **Exhibit** shall mean any of the following forms of documentation of CIC's written agreement to perform services pursuant to these Policies: (a) the specification in an Exhibit of services to be performed by CIC; (b) a separate Exhibit established by mutual written agreement of CIC and Customer; or (c) CIC's written acknowledgment that it will perform services requested by Customer through a purchase order or otherwise.

2. **SERVICES.** CIC agrees to perform the services specified in an Exhibit, provided that CIC may, at its option, arrange for any services specified in a Exhibit to be performed by another entity certified by CIC to provide such services.

3. PROJECT DETAIL.

3.1 **Written Form.** CIC shall have no obligation to perform any services under this Initial Schedule unless such services are specified in an Exhibit setting forth the services to be performed and the applicable charges for same. The undertaking by CIC to perform any services specified in an Exhibit does not obligate CIC to furnish any further or different services to Customer. CIC will honor any limitations on labor, cost or time established under the applicable Exhibit, but completion of all work within such limitations is not guaranteed. Any estimates of labor, cost or time furnished to Customer by CIC before or after execution of the applicable Exhibit shall be considered estimates only, and shall not obligate CIC to complete any services within the parameters estimated. **CIC ASSUMES NO RESPONSIBILITY FOR ERRORS IN SPECIFICATIONS FURNISHED BY CUSTOMER. SUCH ERRORS MAY NECESSITATE CORRECTIVE WORK BY CIC AT ITS PREVAILING TIME AND MATERIALS RATES.**

3.2 **Customer Expectations.** Customer shall be primarily responsible for the management, control and implementation of the Licensed Products. In order to ensure the ultimate success of the implementation, a high level of Customer participation is required. Customer acknowledges that the implementation of software products is a complex and demanding undertaking, often involving much more than simply licensing a "software package." Realistic expectations are crucial to success. Occasionally, through no particular fault of CIC, errors or delays occur. In order to make Customer's implementation as smooth as possible, CIC will provide services (as set forth in a Exhibit), but Customer is responsible for Customer's own change management and process re-engineering challenges.

3.3 **Termination.** Each Exhibit shall terminate upon the earliest to occur of the following: (a) the completion of all services specified in the Exhibit; (b) the date upon which any stated limitation on the scope or duration of services has been reached, whether expressed in labor-hours, scope of project, or otherwise; (c) the date of expiration, if any, set forth in the Exhibit; (d) termination due to Customer's breach of its obligations under the Exhibit, this Initial Schedule, or the Agreement, which termination may be effectuated by CIC upon notice to Customer; or (e) termination of the Agreement. CIC shall have no further obligation to perform services under an Exhibit upon termination thereof. Termination of an Exhibit will not affect Customer's payment obligations under such Exhibit and the Agreement.

3.4 **Telecommunications/Facilities.** Unless otherwise specified in an Exhibit, the work may, at CIC's option, be performed on CIC's or Customer's premises, via telephone, E-mail, fax, Internet web connection, or other forms of communication and through modem / Internet communications between Customer's system and CIC's customer support facility. As requested by CIC, Customer agrees, at its expense, to establish and maintain CIC-approved modem and / or Internet communications between Customer's system and CIC's customer support facility to enable CIC to perform work remotely. CIC shall have the right to assess additional charges for failure to provide and maintain such communications. If any portion of the work will be performed on Customer's premises, Customer agrees to provide, at Customer's expense, all equipment, software, telecommunications, utilities, work space and other on-site accommodations necessary to enable CIC to perform such work.

3.5 **Confidentiality.** CIC agrees to use its best efforts to maintain the confidentiality of Customer confidential information that is disclosed to CIC in connection with this Initial Schedule, and to use such Customer confidential information solely for purposes of performing services hereunder. CIC shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer confidential information" shall mean any Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: is or becomes publicly known through no fault or negligence of CIC, its employees, agents or subcontractors; is or becomes lawfully available from a third party without restriction; is independently developed by CIC, its employees, agents or subcontractors at any time; or is disclosed without restriction by Customer to any third party at any time. The obligations of this Section will survive any termination of any Exhibit or the Agreement for as long as any information or data disclosed to CIC in connection with these Policies fits the definition of "Customer confidential information."

3.6 **Training.** CIC reserves the right to limit the number of persons permitted to attend any training class in accordance with CIC's standard training policies.

4. **TECHNICAL INFORMATION.** All Technical Information that may be supplied by CIC to Customer in the course of performing services under this Initial Schedule shall, unless

otherwise specified in a Exhibit, be deemed to be licensed to Customer as Licensed Product under the terms of the Agreement.

5. **CUSTOM PROGRAMS.** All computer programs and related documentation delivered under this Initial Schedule shall, unless otherwise specified in a Exhibit, be considered Custom Programs and deemed to be licensed to Customer as Licensed Product under the terms of the Agreement. Customer shall have a license to use Custom Programs only at the Licensed Site(s) specified in the Agreement or otherwise specified in writing by CIC.

6. **ORDER CANCELLATION.** Orders for services that are accepted by CIC are subject to cancellation by Customer only with the written consent of CIC, and only upon payment of

reasonable cancellation charges that shall take into account expenses already incurred and commitments made by CIC.

7. **DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THE AGREEMENT, CIC DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND ITEMS PROVIDED UNDER THIS INITIAL SCHEDULE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**



EXHIBIT A – 1203-13-01
Licensed Products and Services
Sacramento City Unified School District – October 16, 2013
Licensed Sites: Sacramento City Unified School District

Description	Quantity	Price
Infinite Campus Applications and Services (Enrollment 42,000)		
IC Configuration Services for Customer Provided Data Warehouse Server	1	\$1,200
CIC Analysis Portal – (Enrollment: 42,000) – November 1, 2013 to October 31, 2014 (12 months)		
Tableau Desktop Professional – User Licenses	7	8,400
Tableau Server Annual License – 160 Web Staff Users Included	1	42,000
CIC Analysis Portal Template Package	1	16,000
Software Support and Updates – 12 months		6,100
Initial Peopleware (Professional Services)		
Implementation Management (Hours)	64	11,520
Training / Consulting (Hours)	36	5,400
CIC Analysis Portal Design Services (Hours)	320	60,000
ESTIMATED Travel Expenses		5,500
TOTAL		\$156,120

Estimated Future Annual Price (42,000 Students) \$48,100

Payment Schedule

Description	Date	Amount
1. Contract Signed	October 23, 2013	\$0
2. Purchase Order Required		
1. Initial Payment	October 30, 2013 (Approximate)	103,620
1. Second Payment	December 1, 2013 (Approximate)	27,700
1. Final Payment	February 15, 2014 (Approximate)	24,800
TOTAL (Payable to CIC)		\$156,120

COMPUTER INFORMATION CONCEPTS, INC.

CUSTOMER

By: _____

By: _____

Date: _____

Date: _____



Tableau Desktop Professional

For Tableau Desktop Professional, each User License must have a user name and e-mail address assigned to it. Please provide this information as soon as possible. Your purchase includes **seven (7)** licenses.

Customer Name: Sacramento City Unified School District

Contact: Ken Forrest

License #1: Name: JoAnne Corby

Email Address: Joanneco@scusd.edu

License #2: Name: Steve Bruno

Email Address: Steve-bruno@scusd.edu

License #3: Name: Laura Assem

Email Address: Laura-assem@scusd.edu

License #4: Name: Jon Rudolph

Email Address: Jonr@scusd.edu

License #5: Name: Greg Sampson

Email Address: Greg-sampson@scusd.edu

License #6: Name: Liberty Van Natten

Email Address: Liberty-vannatten@scusd.edu

License #7: Name: TBD

Email Address: _____

Please fax the completed form to Marilyn Lewis at (970) 330-0839 or email it to mlewis@cicesp.com.



Data Warehouse Addendum to the Infinite Campus END USER LICENSE AGREEMENT

This Addendum to the Infinite Campus End User License Agreement (the "Addendum"), is made between **Infinite Campus, Inc.** a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449 (the "Company") and **Sacramento City Unified School District**, with offices located at 5735 47th Avenue, Sacramento, California 98524, (the "Licensee") and amends the agreement between the same parties titled End User License Agreement with an effective date of **September 13, 2013**.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1.0 Reference to Agreement.** This Data Warehouse Addendum Cost 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 Infinite Campus Services and Support.** Upon **October 1, 2013** (the Effective Date of this Agreement), Company shall provide Licensee with the Infinite Campus Services and Support according to the fees described in the table below from the Effective Date until **September 30, 2014** (Initial Term):

Description	Quantity	Cost Per	Total
Infinite Campus Services, Data Warehouse Hosting Setup and Support – <i>One-time fee</i>	1	\$1,200	1,200
Subtotal:			\$1,200

Following the Initial Term, for each 12 month period thereafter (Subsequent Terms), Licensee shall pay annual fees according to the then current Infinite Campus Services and Support fees. Pre-paid Hours of Support may be carried over from year to year with no penalty.

Additional Services or Support. Any additional Services or Support requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

DATA WAREHOUSE ADDENDUM

Infinite Campus, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Sacramento City USD

By: _____

Name: _____

Title: _____

Date: _____



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

DSML142

1592600

9/26/2013

BILL TO:

SACRAMENTO CITY UNIFIED
SCHOOL DIST
PO BOX 246870

SHIP TO:

SACRAMENTO CITY UNIFIED SCHOOL
DIST
5735 47TH AVEAccounts Payable
SACRAMENTO, CA 95824-6870SACRAMENTO, CA 95824
Contact: MICHAEL
STILLE 866.223.7078

Customer Phone #916.277.6665

Customer P.O. # BMC QUOTE

ACCOUNT MANAGER

MICHAEL STILLE 866.223.7078

SHIPPING METHOD

ELECTRONIC
DISTRIBUTION

TERMS

NET 30-VERBAL

EXEMPTION CERTIFICATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2400	2961369	BMC MOB DEV MGT CORE Mfg#: LPMDE.0.0.00 ✱ Contract: CalSAVE Technology Contract 523868 Comes with support. \$7.20 is for license \$1.59 is for support Electronic distribution - NO MEDIA	8.79	21,096.00
1	3054761	BMC FOOTPRINTS STE SW PKG Mfg#: 149-110-0104 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	3,999.45	3,999.45
25	3054766	BMC FOOTPRINTS NAMED AGENT STE Mfg#: 149-110-N0020 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	874.80	21,870.00
10	3054773	BMC FOOTPRINTS CONC AGENT STE Mfg#: 149-110-C0020 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	1,482.30	14,823.00
22038	2576424	BMC FOOTPRINTS INVENTORY MGR Mfg#: 1804-110 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	6.48	142,806.24
22038	2576425	BMC FOOTPRINTS COMPLIANCE MGR Mfg#: 1812-110 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	2.83	62,367.54
22038	2576426	BMC FOOTPRINTS DEPLOYMENT MGR Mfg#: 1807-110 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	4.29	94,543.02
22038	2576427	BMC FOOTPRINTS PATCH MGR Mfg#: 1809-110 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	2.86	63,028.68
22038	2576428	BMC FOOTPRINTS MASTER MGR Mfg#: 1805-110 Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	2.14	47,161.32
1	3008321	BMC FOOTPRINT MASTER SRV	231.82	231.82

		Mfg#: 1801-110 Contract: CalSAVE Technology Contract 523868		
1	2978284	Electronic distribution - NO MEDIA BMC FOOTPRINTS PREM CARE ADDL Mfg#: FP-MNT Contract: CalSAVE Technology Contract 523868	7,709.36	7,709.36
1	2974902	Electronic distribution - NO MEDIA BMC FOOTPRINT INVENTORY MGR SUP Mfg#: IM-MNT Contract: CalSAVE Technology Contract 523868	4,993.55	4,993.55
1	2576431	Electronic distribution - NO MEDIA BMC COMPLIANCE MGR PREM CARE Mfg#: CM-MNT Contract: CalSAVE Technology Contract 523868	4,548.78	4,548.78
1	2403777	Electronic distribution - NO MEDIA BMC DEPLOYMENT MGR PREM CARE Mfg#: DM-MNT Contract: CalSAVE Technology Contract 523868	6,823.16	6,823.16
1	2403667	Electronic distribution - NO MEDIA BMC PATCH MGR PREM CARE Mfg#: PM-MNT Contract: CalSAVE Technology Contract 523868	5,936.05	5,936.05
1	3008327	Electronic distribution - NO MEDIA BMC FOOTPRINTS MASTER SRV SUP Mfg#: MS-MNT Contract: CalSAVE Technology Contract 523868	43.85	43.85
1	2977449	Electronic distribution - NO MEDIA BMC FOOTPRINT REM MGT PREM CARE SUP Mfg#: RM-MNT Contract: CalSAVE Technology Contract 523868 Electronic distribution - NO MEDIA	731.01	731.01
SUBTOTAL				502,712.83
FREIGHT				0.00
TAX				0.00
Trade-In Credit				\$136,045
				US Currency
			TOTAL	502,712.83

Grand Total: \$366,667.83

Please remit payment to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.371.7310