

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

Agenda Item# _____

Meeting Date: September 12, 2013

Subject: Approval of Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards

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
<u>FAMILY AND COMMUNITY ENGAGEMENT</u>		
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 of1	

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
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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. <u>Strategic Plan:</u> 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
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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









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







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:



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.



SA14-00137



ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable laws, rules, regulations, and policies of the State of California, including but not limited to the California Education Code, the California Government Code, and the California Labor Code.



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

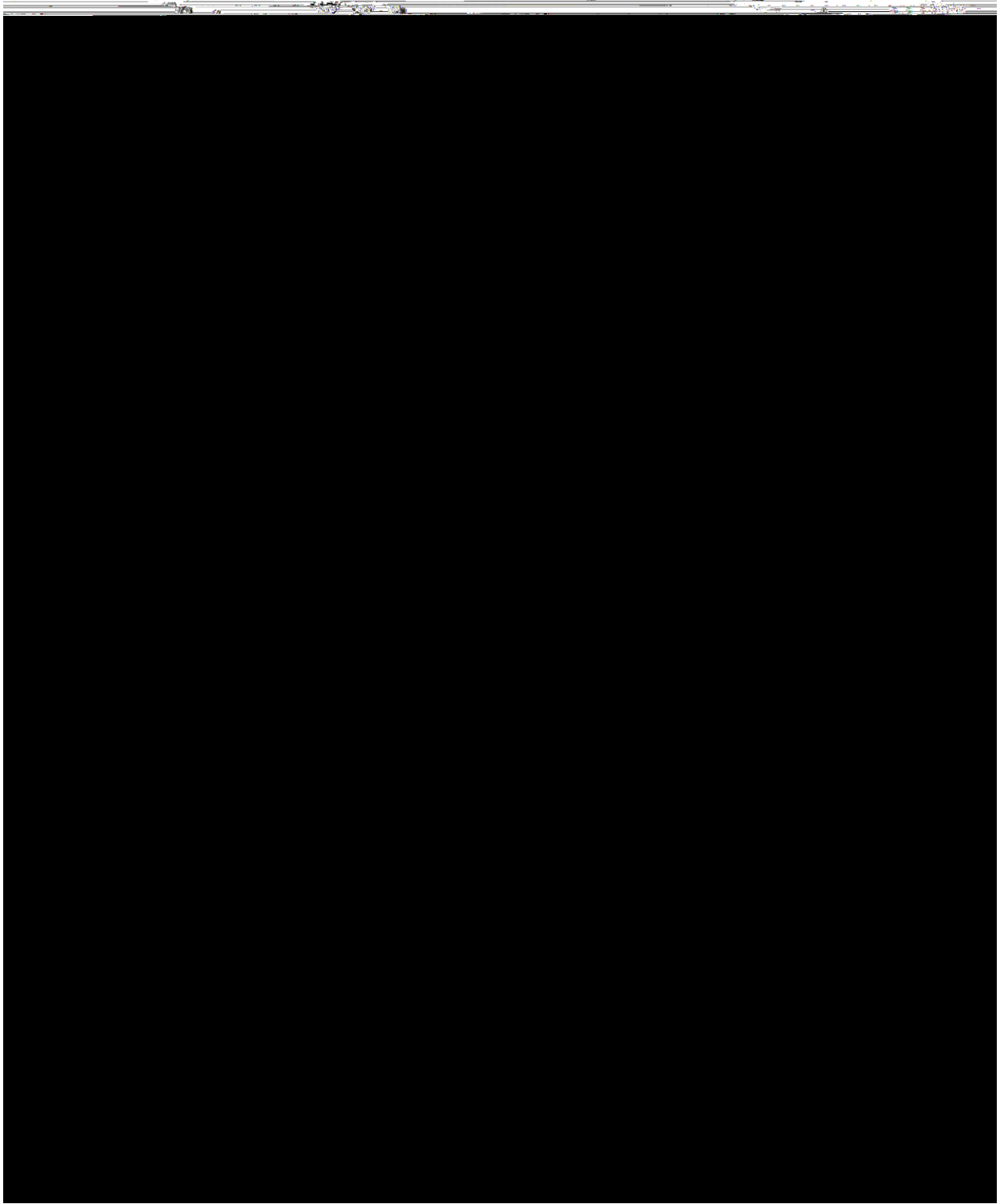
By: _____

Date





EXHIBIT B



Project Cost Summary - SCUSD - 38 Bond Sites

Sacramento City USD
Bond Sites

!"#\$%&'()*+,-./0/1	"20./23,	41.(2332(/1	526	#7/00/18	5(23
78959	2013 - Network, Wireless, Voice Hardware	\$4,422,738.00	\$334,031.81	\$0.00	9;.<=>.<>?@AB
78981	2013 - Network, Wireless, Voice Labor	\$0.00	\$0.00	\$0.00	9B;<=C;B=D@DD
78973	2013 - Network, Wireless, Voice Support - 1 Year	\$155,098.99	\$0.00	\$0.00	9B==;D?A@??
79046	2013 - Bond Sites Cabling - Material	\$2,258,828.49	\$192,000.42	\$0.00	9C;:=D;ACA@?B
79006	2013 - Bond Sites Cabling - Labor	\$0.00	\$0.00	\$0.00	9;C=B;:DD@DD
77506	2013 - Bond Sites Cabling Project Management	\$0.00	\$0.00	\$0.00	9A;A;DDD@DD
		\$6,836,665.48	\$526,032.23	\$0.00	\$14,214,247.71

NOTES:

Price Quote

Order #77506

visit us at www.ams.net

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

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

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.

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.

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

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Price Quote

Order #78959

visit us at www.ams.net

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

Products

	Item Description	Taxable	Qty	Unit Price	Total
5	<p>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</p> <p>L-PI12-LF-50-LIC Prime Infrastructure 1.2 - Lifecycle - 50 Device Lic PAK 1 Included</p> <p>L-PILMS42-100-M Prime Infrastructure LMS 4.2 - 100 Device Upgrade Lic 1 Included</p> <p>L-PILMS42-50-M Prime Infrastructure LMS 4.2 - 50 Device Upgrade Lic 1 Included</p> <p>R-PI12-BASE-K9 Prime Infrastructure 1.2 Base License and Software 1 Included</p> <p>CON-SAU-PI12LMSM SW APP SUPP + UPGR NULL SKU-No line item services included 1</p> <p>Cisco Systems Inc. Cisco WLAN Wireless Networking</p>	N	1	\$0.00	\$0.00
6	<p>LMS 4.x to Prime Infrastructure 1.2 Minor Upg 100 Part #L-PI12-100-M Cisco Systems Inc. Cisco Prime Infrastructure Network Management</p>	N	1	\$965.35	\$965.35
7	<p>LMS 4.x to Prime Infrastructure 1.2 Minor Upg 50 Part #L-PI12-50-M Cisco Systems Inc. Cisco Prime Infrastructure Network Management</p>	N	1	\$298.85	\$298.85
NCS Upgrade to Prime Infrastructure					
8	<p>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</p> <p>CON-SAU-PI12NCSM SW APP SUPP + UPGR NULL SKU-No line item services included 1</p> <p>L-N-PI12-50-M NCS 1.0 to Prime Infrastructure 1.2 Minor Upg 50 Device 2 0.00</p> <p>Cisco Systems Inc. Cisco WLAN Wireless Networking</p>	N	1	\$857.85	\$857.85
Prime Infrastructure 1.2 - Lifecycle					
9	<p>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</p> <p>L-PILMS42-10K Prime Infrastructure LMS 4.2 - 10K Device Base Lic 1 Included</p> <p>CON-SAU-PI12K9B SW APP SUPP + UPGR NULL SKU-No line item services included 1 0.00</p> <p>Cisco Systems Inc. Cisco Prime Infrastructure Network Management</p>	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-her)Part #C4500kptches (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		Y	37	\$860.00	\$31,820.00

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		Y	14		

Terms and Conditions Below

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

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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

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Price Quote

Order #78973

visit us at www.ams.net

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		

				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		N	1		

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

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

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

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

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Price Quote

Order #78981

visit us at www.ams.net

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

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

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.
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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.

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.

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

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

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

5	Damac 19" Rack Mount Ground bar Part #ARGB019 Damac ground bar kit Enclosures/Racks			\$54.60	\$17,690.40
6	DAMAC JUNCTION PLATE Part #PLB12RS-3 Damac Ladder Rack Enclosures/Racks	Y	39	\$29.25	\$1,140.75
7	Part #PLBA12-3				
8	JUMPER GROUND GREEN 9FT Part #40159-009 Chatsworth Products Inc. grounding & Bonding Cabling	Y	324	\$30.37	\$9,839.88
9	Part #12804-701				
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	
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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		Y	180	\$111.58	\$20,084.40 (Part #OAT

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	Y	160	\$0.98	\$156.80

Terms and Conditions Below

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

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

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

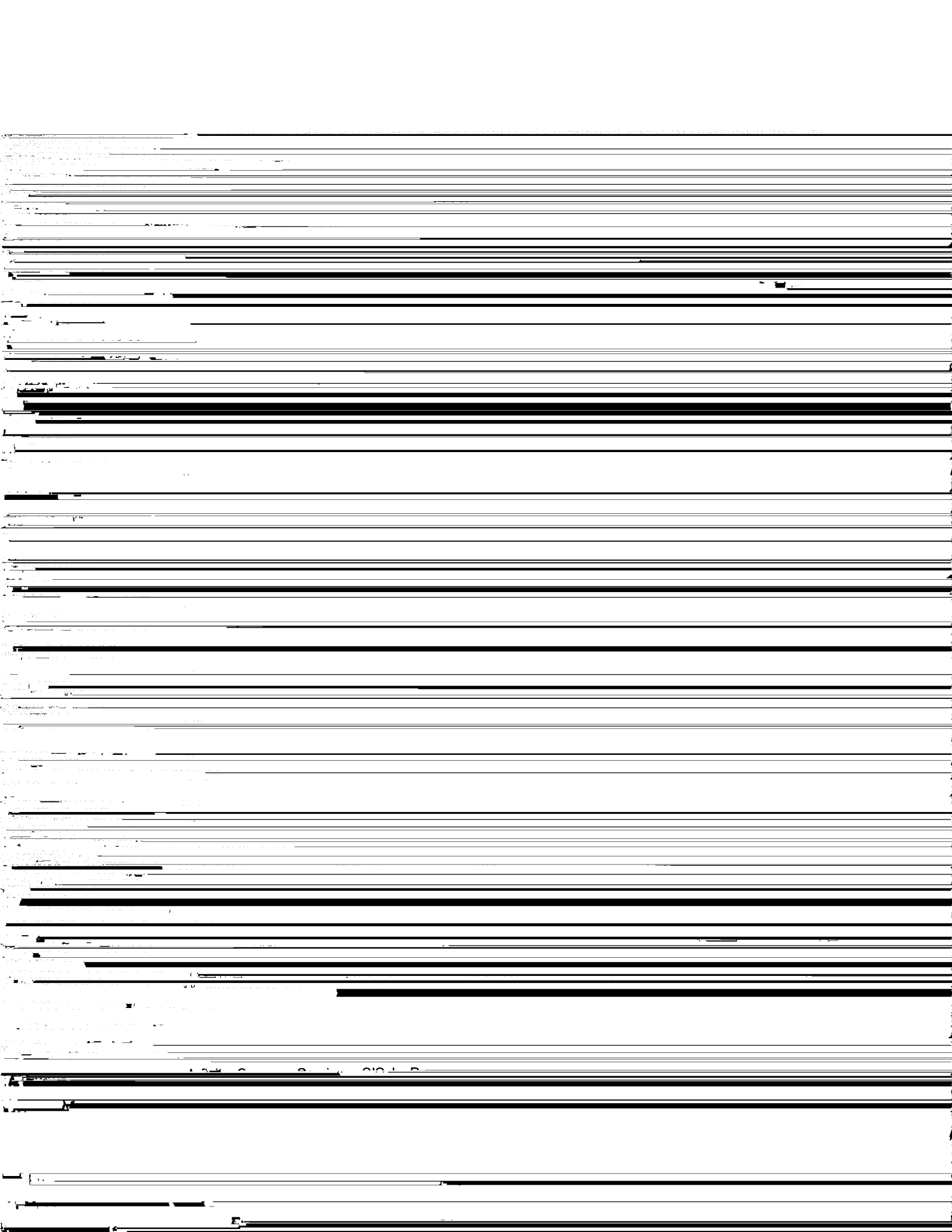
Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement ("Agreement") is made between Infinite

INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT



3.2 Taxes

shall be Licensee 's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

3.3 Travel Expenses

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

Any provision of this Agreement is invalid or

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE

Sacramento City Unified Schc
5735 47th Ave.

~~PLN 55140 0704~~

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

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 Computer to reimburse employees for the cost of these expenses if they are

~~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

2.0 Ownership and Protection of Infinite Campus Products

2.1 Title Ownership. Licensee acknowledges that the Infinite Campus Products, all source

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

MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL,
SPECIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH

insurance, 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

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.

40-7 This Agreement. This Agreement supersedes all previous agreements and

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

EXHIBIT A CLOUD HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

The 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

Campus Services.

Licensee may not reverse, modify, or obscure any copyright, trademark, or other

- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.

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

including weather 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

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

2.0 Initial Term and Fees

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

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 the Non-Major Alarm

is resolved. Company will make diligent efforts to solve all license problems however, Company

Order and Pricing Schedule

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
Management Fee	7/1/2014	43,000	Reoccurring	\$0.90	\$38,700.00