

ATTACHMENT XI-C: Finance Management System

Suggested Motion: Approve the purchase of SunGuard's eFinance System at a total cost of \$88,257.00 pending legal review of the contract.

Recommended Action: Approve as presented.

RELATED INFORMATION:

We began the search process for a replacement finance management system in the fall of 2011. It was identified that a new software program was necessary and the current software was inadequate in several respects. In both the 2012 and 2013 audit process, our auditor recommended obtaining a new software program due to inherent problems with SDS (our current system). In the spring of 2013, the business office and IT staff began to review the options available. The team originally looked at six software packages (Alio, K-12 Enterprise, SDS, Tyler Technologies, Skyward, and SunGuard's eFinance Plus). We met and discussed the limitations of the current financial system and other advancements that had been made in the software arena since the purchase of DCR in 1999. One over-riding desire was to have a web-based product that staff could to access from any computer via the Internet. The business office staff met with representatives from all six companies to view their software packages. We then had a second round of review with some building secretaries and administrators as well as the business and IT staffs. A site visit was then made to Joliet to review the SunGuard product in use and speak to other end users. We are recommending the SunGuard eFinance product. Skyward was the committee's second choice. Rockford, Belvidere and about 30 other Illinois districts currently use SunGuard products.

We feel that the purchase of this software system is in line with the district's long term needs. The core SunGuard database will be easily accessible through the use of Cognos reporting tools, allowing any data field in the system to be reported upon. Currently, we are only able to access historical financial data via paper reports, requiring an abundance of time and ample room for human error. The recommended software will allow employees to access timely and relevant personnel data via the web, including: sick and personal leave balances, vacation day balances, W-4 information as well as historical check data and W-2's. This will also lessen the burden on the business office staff having to look this information up for individual employees.

SunGuard and eFinance also meet a primary criterion; in that it offers a student package that will integrate with the financial product, thereby reducing the learning curve for staff when the district looks to replace its student information system. By using their cloud based solution as opposed to a locally hosted option, we will save about \$35,000 in year one and about 10% annually.

The 2013-2014 budget for this project was \$100,000. Skyward, the committee's second choice would have an initial cost of \$93,534 after the discounting for a group purchase with two other area districts.

Attached is a summary of all of the products we reviewed.

CONTRACT NO. 213

SUNGARD K-12 EDUCATION
MASTER SOFTWARE LICENSE, MAINTENANCE AND
SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a corporation with a business address at:

3 West Broad Street, Suite 1
Bethlehem, PA 18018
Phone #: (610) 691-3616
Fax #: (610) 691-1031

("SunGard K-12 Education")

AND

North Boone Community Unit School District 200

17641 Poplar Grove Road
Poplar Grove, IL 61065
815-765-3322
815--765-2053

("Client")

**North Boone Community Unit School
District 200**

BY: _____

DRAFT

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SunGard Public Sector Inc.

BY: _____

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: Vice President, Sales

DATE SIGNED: _____

This Agreement made between SunGard K-12 Education and Client as of the Execution Date. Throughout this Agreement, SunGard K-12 Education is referred to as “We,” “Us” and “Our”; and Client is referred to as “You” and “Your.”

Background

This Agreement is a master agreement under which We will provide You with a license to use software; We will provide You with ongoing maintenance services for that software; and We will provide You with implementation and consulting services for that software. Under this Agreement, We can also facilitate Your acquisition of certain third party-provided products and services.

Each time You acquire information technology products and services from Us, You and We will execute an Order Form that includes Exhibits and other attachments. These Exhibits and accompanying attachments will specify the products and services that You are acquiring, and will outline key business terms, such as prices and payment schedules for those products and services. Each Order Form will specify the particular type of license that You are granted for the Software identified in that Order Form – for instance, whether a particular product is licensed on a Perpetual or Term of Years basis – and will specify whether any additional terms apply to the licensing of the software identified in that Order Form. Each Order Form will be governed by the provisions of this Agreement, as amended by the terms of that Order Form.

Accordingly, You and We agree as follows:

1. Definitions.

“Appendix” means, a schedule attached to this Agreement that is marked as an “Appendix.” The Appendices to this Agreement are identified serially.

“Baseline” means the general release version of a Component System as updated to the particular time in question through both Our warranty services and Our Maintenance Program, but without any other modification whatsoever.

“Commencement Date” is the date identified in the Order Form as the “Commencement Date,” and is the date upon which You will begin to pay System Services fees to Us.

“Component System” means any one of the computer software programs that is identified in any Exhibit to an Order Form as a “Component System.” A Component System includes all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements, derivative works and enhancements to and all Intellectual Property Rights for that Component System.

“Concurrent User” means each open session for an applicable Component System, as specified in the Order Form in question.

Concurrent Users are determined for each Component System on a Component System-by-Component System basis; for instance, if both Component System “X” and Component System “Y” are licensed for use on a Concurrent User basis, two open sessions in Component System “X” constitutes two Concurrent Users for Component System “X” only, and no Concurrent Users for Component System “Y.”

“Confidential Information” means Your non-public information that You maintain as “confidential,” or Our Confidential Information that We maintain as “Confidential.” For example, Our Confidential Information includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Your Confidential Information includes non-public student and employee records and data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

“Consulting Services” means, to the extent applicable, the tasks and professional services to

be provided to You by Us as specified in the applicable Order Form. By way of example, and not limitation, Consulting Services may include the following professional services: consulting services, installation services, training, value added services, custom programming assistance, and specialized support services.

“Contract Year” means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date of the applicable Order Form or the anniversary of that Execution Date, and ending one (1) year thereafter.

“Custom Modification” means a change that We make at Your request to any Component System in accordance with a specification that We create, but without any other changes whatsoever by any person or entity. Each Custom Modification for which We are going to provide You with Improvements will be identified in the applicable Order Form.

“Delivery Address” means Your address first identified in this Agreement, or an alternate address that is specified in a particular Order Form.

“Delivery Date” means, for each Component System, the date on which We first ship the Component System to the Delivery Address F.O.B. the place of shipment.

“Discloser” means You, when You provide Your Confidential Information to Us; or Us, when We provide Our Confidential Information to You.

“Defect” means a material deviation between the Baseline Component System and its Documentation, for which Defect Client has given Us enough information to enable Us to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Our control.

“Documentation” means the on-line and hard copy functional and technical specifications that We provide as part of a Baseline Component System. Documentation describes the functional and technical capabilities of that Baseline Component System.

“Enhancements” means general release changes to a Baseline Component System or

Custom Modification which increase the functionality of that Baseline Component System or Custom Modification.

“Equipment” means a hardware and systems software configuration meeting the “Equipment” criteria set forth in an applicable Order Form.

“Execution Date” has two meanings: For this Agreement, the Execution Date is the latest date shown on the signature page of this Agreement; and for each Order Form, the Execution Date is the latest date shown on the signature page of that Order Form.

“Exhibit” means a schedule attached to an Order Form that is marked as an “Exhibit.” The Exhibits to an Order Form will be identified in serial form

“Expiration Date” means the date the System Services Term expires, as provided for in the applicable Order Form.

“Improvements” means, collectively, Maintenance, Enhancements and New Releases that We provide under an Order Form.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Maintenance” means using reasonable efforts to provide Client with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Maintenance for each Component System and Custom Modification are described in the Exhibits.

“New Releases” means new editions of a Baseline Component System or Custom Modification, as applicable.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Order Form” means a document that You and We will sign in each instance in which We are providing you with a license, or Consulting Services, or System Services, or Improvements for a Component System. Each Order Form is entered into pursuant to the terms and conditions of this Agreement, and may contain additional legal terms, and will always contain business terms – such as fees and payment schedules – for each licensing and services engagement. Each Order Form shall be attached hereto as an Appendix identified in serial form.

“Perpetual License” means a license for use of Software that We grant to You for a term of perpetuity, subject to termination as provided for in this Agreement.

“Personnel” means: (i) Your employees with a need to know; and (ii) third party consultants that You have engaged *and* who have a need to know, who have been pre-approved by Us, and who, prior to obtaining access to the Software, have executed a non-disclosure agreement that has been approved by Us.

“Recipient” means You, when receiving Our Confidential Information; or Us, when receiving Your Confidential Information.

“Software” refers to those Component Systems in the aggregate that We have licensed to You.

“Software Supplement” is an attachment to an Order Form that contains additional licensing terms or restrictions related to a particular Component System licensed pursuant to that Order Form. The terms of any Software Supplement are controlling of those terms that may conflict with any other provisions of this Agreement.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

“System Services” means the services to be provided to You by Us in connection with an Term License. The specific System Services will be provided for in the applicable Order Form.

“Term License” means a license for use of Software that We grant to You for a specified

period. The duration of each Term License will be specified in the Order Form pursuant to which the Term License is granted.

2. Right to Grant License and Ownership. We have the right to grant You each license that We provide to You pursuant to an Order Form. Except as otherwise provided for in a Software Supplement, We own all Component Systems to the exclusion of any other person or entity.

3. License. The Exhibits of each Order Form specify whether We are granting You a Perpetual License or a Term License for a particular Component System. For each Component System, any rights that We have not expressly granted to You in that Order Form are expressly reserved by Us.

(a) Terms of a Perpetual License. For each Component System for which We grant You a Perpetual License, as specified in the applicable Order Form, You have a non-exclusive, non-transferable license to use and copy for use those Component Systems on the Equipment within the United States of America for Your own, non-commercial computing operations.

(b) Terms of Term License. For each Component System for which We grant You a Term License, as specified in the applicable Order Form, You have a non-exclusive, non-transferable license to access and use the Software in Object Code form within the United States of America for Client’s own, non-commercial computing operations (subject to any Concurrent User limitations provided for in the applicable Order Form), while such Object Code resides in and is executed from a SunGard K-12 Education datacenter. Unless otherwise specified in a particular Order Form, the initial System Services Term will be for a period of three (3) years following the Commencement Date for that Order Form; and thereafter, the System Services Term will ~~automatically~~ renew for consecutive three (3) year periods, ~~unless terminated by either party by providing written~~ with written notice ninety (90) days prior to the upcoming System Services Term renewal date.

(c) Source Code Escrow – Perpetual Licenses. For Perpetual Licenses, We have deposited the Source Code for the Component Systems that We own (as opposed to those owned by third parties but for which We are providing the license for use) in an escrow

account with Iron Mountain Intellectual Property Management (“Iron Mountain”, formerly “DSI Technology Escrow Services Inc.” or “DSI”) pursuant to a Source Code Escrow Agreement between Iron Mountain and Us (“Escrow Agreement”). We update those Source Code escrow deposits at least one a calendar year. That Source Code will only be made available to You on the release terms of the Escrow Agreement, and only if You have elected to be named “Preferred Beneficiary” under the Escrow Agreement. You can be named a Preferred Beneficiary by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain their then-current beneficiary fee (approximately \$700 per year as of the Execution Date). At your request, We will provide You with a copy of the Preferred Beneficiary Acceptance Form.

If you become a Preferred Beneficiary, and the Source Code for Component Systems is released to You by Iron Mountain, then You will have a license to use that Source Code, subject to all of the terms of this Agreement and the Order Form under which You were granted the license to use the Component System in question.

(d) Object Code – Perpetual and Term Licenses. You have right to use the Object Code form of each Component System for which We grant you a license. If you have a Perpetual License for a Component System, Your license includes the right to use the Component System for disaster recovery of Your computer operations.

(e) Documentation – Perpetual and Term Licenses. Unless the applicable Software Supplement provides otherwise, Your license (whether a Perpetual License or a Term License) includes the right to make a reasonable number of copies of the Documentation.

(f) Restrictions on Use of the Software. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of any of the Software. You are also prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. You may not allow the Software to be used by, or disclose all or any part of the Software to, any person except Your Personnel; however, You can allow use of the input and/or output visual displays of or from the Software by third parties on a “need to know” basis, as You reasonably determine. You may not allow the

Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining Our prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(g) Intellectual Property Rights Notices. You may not remove or alter any of the Intellectual Property Rights notice(s) embedded in or that We otherwise include with the Software. You are required to reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that You make of the Software.

4. Services; Equipment

(a) Services, Generally. We will provide you with the Consulting Services and System Services identified in an Order Form, for the fees provided for in that Order Form.

(b) System Services. If We are providing You with System Services, the System Services will be described in the Exhibits to the applicable Order Form under which we are providing those System Services. That Order Form will also specify the fee and payment terms for the System Services, and the Commencement Date for and the duration of the System Services.

(c) Improvements. During the period specified in an Order Form, We will provide You with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification licensed on a Perpetual License basis. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of this Agreement and the applicable Order Form. Our obligation to provide You with Improvements for Baseline Component Systems that We license to You but that are owned by third parties (as opposed to those that We own and license to You) is limited to providing You with the Improvements that the applicable third party owner provides to Us for that Baseline Component System. You must provide Us with such facilities, equipment and support as are reasonably necessary for Us to perform its obligations in connection with the Improvements, including providing Us with remote access to the

Equipment.

(d) Workmanlike Skills. We promise that we will render all services to You in a professional and workmanlike manner. We will promptly replace any of Our personnel that are rendering services on-site at a Your facility if You reasonably conclude that Our personnel to be unacceptable, and You provide Us with notice to that effect; However, this provision does not obligate Us to violate any law or governmental regulation applicable to such personnel replacement.

(e) Conditions On Providing Services. In each instance in which We are providing You with services, We and You will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that We will provide. You will establish the overall project direction, including assigning and managing Your project personnel team. You must assign a project manager who will assume responsibility for management of the project. While We are providing You with services, You must provide Us with access to Your facilities and equipment, and must additionally provide Us with the support that is reasonably necessary in order for Us to fulfill Our obligations in connection with the services.

(f) Equipment Sales and Pay Agency Procurement. We act as a reseller and maintenance provider for certain Equipment. We can also procure certain Equipment for You on a pay agency basis; that is, we can accept payment for the Equipment on behalf of a third party provider, but that third party provider will actually deliver the Equipment to You, and Our sole responsibility will be to accept payment for the Equipment and remit to the third party vendor in question appropriate fees for that Equipment. In any instance in which We are reselling Equipment, or obtaining Equipment for You on a pay agency basis, that transaction will be provided for in an Order Form. The Order Form will specify whether We are acting as a reseller or a pay agent, and will also specify the Equipment and the applicable fees.

5. Delivery. For each Perpetual License, unless a different address is specified in an Order Form, We will deliver all Component Systems to You at the Delivery Address. For each Term License, unless a different address is specified in an Order

Form, We will deliver the appropriate access codes and keys for the Component Systems that are subject to the Term License to You at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) Fees, Generally. Fees will be due to SunGard K-12 Education as provided for in the applicable Order Form to a maximum increase of 3% per year..

(j) (ii) Consulting Services Fees. Except as otherwise provided for in a particular Order Form, the fees for Our Consulting Services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. You will also reimburse Us for actual travel and living expenses that We incur in providing You with services. Such travel and living expenses will be governed by Our Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice to a maximum increase of 3% per year..

(i) (iii) System Services Fees. The specific schedule for the payment of System Services fees will be provided for in a particular Order Form. Without limitation, time is of the essence with regard to Your payment of System Services fees to a maximum increase of 3% per year..

(i) (iv) Improvements Fees. For the Improvements, You will pay Us the amount provided for in the applicable Order Form as the "Payment Amount" for each Contract Year subsequent to the initial Contract Year. We reserve the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification to a maximum increase of 3% per year..

(i) (v) Equipment Fees. The specific schedule for the payment of Equipment fees will be provided for in a particular Order Form. We

reserve the right to increase the Equipment fees to a maximum increase of 3% per year..

(vi) Late Charge. We reserve the right to charge You a late fee for any payment that we receive later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law, and will be payable on demand.

(vii) Suspension of System Services and Improvements. If in any instance, You fail to pay to Us for System Services or Improvements (as applicable) within thirty (30) days after We make written demand for such amounts, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving Our rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that We may have at law or in equity, We may, in our sole discretion and without further notice to You, suspend or reduce Our performance of the System Services or provision of Improvements, as applicable.

(b) Taxes. You are responsible for paying all taxes (except for taxes based on Our net income or capital stock) relating to the Software, any services or Equipment provided, or any payments made pursuant to this Agreement unless exempt. Applicable tax amounts (if any) are NOT included in the fees set forth in an Order Form. If You are exempt from the payment of any such taxes, You must provide Us with a valid tax exemption certificate; otherwise, absent proof of Your direct payment of such tax amounts to the applicable taxing authority, We will invoice You for and You will pay to Us all such tax amounts.

7. Our Limited Warranty and Remedy for Breach; Disclaimer of Other Warranties.

(a) Our Limited Software Warranties.

(i) For Perpetual Licenses. For each Component System for which You are granted a Perpetual License, We warrant to You that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by You on the Equipment for Your own, non-

commercial computing operations, will operate without Defects.

(ii) For Term Licenses. For each Component System for which You are granted a Term License, We warrant to You that, throughout the licensing term specified in the applicable Order Form, the Baseline Component System, as used by You for your own, non-commercial computing operations, will operate without Defects.

(b) Your Remedy for Breach. For each Defect, We, as soon as reasonably practicable and at Our expense, will provide You with an avoidance procedure for or a correction of the Defect. If, despite Our reasonable efforts, We are unable to provide You with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, You can pursue Your remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Our sole obligations for breach of the limited warranties set forth in Section 7(a), are contained in this Section 7(b).

(c) For Equipment. To the extent permitted by the manufacturer, We will assign all manufacturer's warranties for Equipment to You. **WE MAKE NO INDEPENDENT REPRESENTATIONS OR WARRANTIES REGARDING ANY EQUIPMENT FOR WHICH WE ACT AS EITHER A RESELLER OR A PAY AGENT, AND YOU MUST ASSERT ANY CLAIMS FOR ANY BREACH OF ANY SUCH MANUFACTURER'S WARRANTIES DIRECTLY AGAINST THE MANUFACTURER OF THE EQUIPMENT IN QUESTION.**

(d) Our Disclaimer of Other Warranties. The limited warranties in Section 7(a) are made to You exclusively and are in lieu of all other warranties. **WE MAKE NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE OR ANY EQUIPMENT, IN WHOLE OR IN PART. WE EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE**

OTHER THAN THE EQUIPMENT. YOU WAIVE ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

(e) When Your Limited Warranty is Abrogated. In each applicable instance, the limited warranty in Section 7(a) will be null and void if: (i) anyone (including You) other than Us modifies the Baseline Component System; or (ii) if You do not implement changes that We provide to correct or improve the Baseline Component System. If despite any modification of the Component System, We can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then We will nonetheless provide You with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(f) **FAILURE OF ESSENTIAL PURPOSE.** **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER YOU HAVE ACCEPTED ANY SOFTWARE OR SERVICE FROM US.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The non-disclosure and non-use obligations that this Agreement imposes on You and on Us will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item; However, Your obligations to maintain both the Software and any software provided with the Software as confidential will survive until that Software no longer qualifies as "Confidential Information" under this Agreement.

9. Our Obligations of Indemnity. We will defend, indemnify and hold You (that includes Your officers, directors, officials and employees) harmless from and against any loss, cost and expense that You incur because of a claim that Your use of a Baseline Component System infringes any United States copyright of others. Our obligations under this indemnification are expressly conditioned on the following: (i) You must promptly notify Us of any such claim; (ii) You must in writing grant Us sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if You choose to represent Your own interests in any such action, You may do so at Your own expense, but such representation must not prejudice Our right to control the defense of the claim and negotiate its settlement or compromise); (iii) You must cooperate with Us to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by Us in writing as necessary for use with the Software) from the use or combination of products provided by Us with items provided by You or by others.

If any Component System is, or in Our opinion is likely to become, the subject of a United States copyright infringement claim, then We, at our sole option and expense, will either: (A) obtain for You the right to continue using the Component System under the terms of this Agreement and the applicable Order Forms; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to You the portion of the license fee that You paid to Us for the Component Systems giving rise to the infringement claim, less a charge for use by Client based on straight line depreciation assuming a useful life of five (5) years. If Your license is for a Term License, then We will refund the current annual subscription period's usage fee that You paid to Us. **THE FOREGOING IS OUR EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. Both You and We have the right to terminate this Agreement if the other party breaches a material provision of this

Agreement. The aggrieved party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the aggrieved party must give the other party written notice, and that notice must provide a reasonably detailed description of the events that constitute breach of this Agreement. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the aggrieved party. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to Us of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination.

(i) On Perpetual Licenses. Upon termination of this Agreement by either party, You will promptly return to Us or (at Our request) will destroy all copies of the Software, and will certify to Us in writing, over the signature of a duly authorized representative of Client, that it has done so.

(ii) On Term Licenses. Upon the expiration of the System Services Term, or upon any earlier termination of this Agreement by either party, Your right to receive the System Services and to use the Software licensed under an Term License terminates.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement; for instance, Your use of applicable Software after the System Services Term or after the termination of this Agreement is a violation of this Agreement, and further, may subject You to additional claims under applicable law, including without limitation claims for violation of Our copyright interest in and to the Software.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed

given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Notices to Us must be addressed to Our Sr. Vice President, Consulting Services. A copy of any notice of material breach must also be sent to SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, PA 19087, Attn: General Counsel. Notices will not be deemed effective unless provided in accordance with the requirements of this Section 11.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of You, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Our assignment of this Agreement or of any of Our rights under this Agreement to Our successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Our assignment of this Agreement to any person or entity to which We transfer any of Our rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Pennsylvania

Illinois. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD K-12 EDUCATION.

(i) FOR PERPETUAL LICENSES. OUR LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES (OTHER THAN IN CONNECTION WITH MAINTENANCE, FOR WHICH OUR LIABILITY IS INSTEAD PROVIDED FOR BELOW), THIS LICENSE OR ANY OTHER MATTER RELATING TO A PERPETUAL LICENSE WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO US (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE EXHIBITS, THE FEE REASONABLY ASCRIBED BY US) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(ii) FOR IMPROVEMENTS FOR PERPETUAL LICENSES. OUR LIABILITY IN CONNECTION WITH THE IMPROVEMENTS WILL NOT EXCEED THE FEES THAT YOU ACTUALLY PAID TO US IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

(iii) FOR CONSULTING SERVICES. OUR LIABILITY IN CONNECTION WITH CONSULTING SERVICES WILL NOT EXCEED THE FEES THAT YOU ACTUALLY PAID TO US FOR THE CONSULTING SERVICES GIVING RISE TO THE LIABILITY.

(iv) FOR TERM LICENSES. OUR LIABILITY IN CONNECTION WITH ANY TERM LICENSE WILL NOT EXCEED THE SYSTEM SERVICES FEES THAT YOU ACTUALLY PAID TO US IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

(v) FOR EQUIPMENT. IF WE HAVE ACTED AS PAY AGENT FOR THE PROCUREMENT OF EQUIPMENT, OUR ONLY LIABILITY WILL BE TO REMIT PAYMENT OF THE APPROPRIATE FEES TO THE THIRD PARTY VENDOR FOR THE EQUIPMENT IN QUESTION. IF WE HAVE ACTED AS A RESELLER FOR THE EQUIPMENT, OUR LIABILITY IN CONNECTION WITH THE EQUIPMENT WILL NOT EXCEED THE FEE

THAT YOU ACTUALLY PAID TO US FOR THAT EQUIPMENT.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR ~~CONSEQUENTIAL DAMAGES~~, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(d) BASIS OF THE BARGAIN. YOU ACKNOWLEDGE THAT WE HAVE SET OUR FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

(E) THERE WILL BE NO LIMITATION ON LIABILITY IN THE EVENT THAT SUNGUARD WAS FOUND GUILTY OF WILLFULL OR WANTON NEGLIGENCE OR MISCONDUCT.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. While each Order Form amends this Agreement with regard to the products and services provided for in that Order Form, no purchase order or similar document which may be issued by You in connection with this Agreement acts to modify or alter any of the terms of this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

APPENDIX NO. 213-1

ORDER FORM

Order Form Pursuant to Master Agreement

This Order Form ("Order Form") is entered into by **SunGard Public Sector Inc.** ("We," "Us" and "Our") and **North Boone Community Unit School District 200** ("You" and "Your"), as of its Execution Date, which is the latest date set forth below each parties' signature, and is made pursuant to the Master Software License, Maintenance and Services Agreement between the parties, having an Execution Date of even date herewith (the "Master Agreement"). All of the terms of the Master Agreement are included in this Order Form; and if any provision of this Order Form conflicts with any provision of the Master Agreement, the terms of this Order Form will be controlling.

The Exhibits attached to this Order Form are hereby made a part of this Order Form and are incorporated into the Order Form by reference.

EXHIBITS TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: SOFTWARE AND SERVICES

1. Software as a Service (Term License)
 - i. eFinancePLUS
2. Professional Services
 - i. eFinancePLUS
 - ii. Third Party and Pay Agency Applications
3. System Requirements
 - i. eFinancePLUS
4. Regulatory Reporting
5. Pricing Notes
6. Express Track Learning Content

EXHIBIT C: MANAGED SERVICES

1. Software as a Service (Term License)
 - i. eFinancePLUS

EXHIBIT D: SERVICES – CLIENT RESPONSIBILITIES

1. General
2. Client Project Position Descriptions
3. Project Escalation Procedures

EXHIBIT E: MAINTENANCE AND SUPPORT

1. Software as a Service (Term License)

EXHIBIT F: COGNOS SOFTWARE SUPPLEMENT

**North Boone Community Unit School
District 200**

SunGard Public Sector Inc.

BY: _____ DRAFT _____

BY: _____

PRINT NAME: _____

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: _____

PRINT TITLE: Vice President, Sales

DATE SIGNED: _____

DATE SIGNED: _____

DRAFT

EXHIBIT A: PAYMENT SCHEDULE

SOFTWARE AND SERVICES

1	Software as a Service (Term License)	\$19,677
	(refer to Exhibit B for detail)	
	eFinancePLUS	
	Fee due monthly as incurred below :	\$1,640
	The Annual Term License Services fee is billed monthly and will commence six months from the Contract Execution Date or the first month that user training begins whichever comes first, and will continue for the duration specified under Term.	
2	Professional Services	\$42,340
	(refer to Exhibit B for detail)	
	Fixed Fee Services	\$8,100
	100% due upon Contract Execution Date	
	Other Services	\$34,240
	Due monthly as incurred	
TOTAL SOFTWARE AND SERVICES ⁽¹⁾:		\$62,017

¹ Travel and living expenses are not included in this Professional Services cost.

OPTIONAL PAYMENT SUMMARY AND SCHEDULE

SOFTWARE AND SERVICES

1	Professional Services	\$2,100
	(refer to Exhibit B for detail)	
	Other Services	\$2,100
	Due monthly as incurred	
TOTAL OPTIONAL SOFTWARE AND SERVICES:		\$2,100

For any software products, hardware components or services indicated as "Optional", Client must exercise this option in writing to SunGard K-12 Education within twelve months of Execution Date; if Client wishes to exercise this option subsequent to twelve months after Execution Date, SunGard K-12 Education's then current rates shall apply.

Detailed Pages Follow

EXHIBIT B: SOFTWARE AND SERVICES

1. SOFTWARE AS A SERVICE (Term License)

(1)	eFinancePLUS	Software as a Service
	Applications	Based on an Enrollment of 1800 Students
	Financial Accounting	
	General Ledger	
	Project Accounting	
	Budgeting	
	Purchasing	
	Accounts Payable	
	Workflow	
	Personnel Budgeting	
	Human Resources	
	Payroll	
	Personnel	
	Applicant Tracking	
	Attendance	
	Workflow	
	Position Control	
	Salary Projections	
	Employee Access Center (includes Employee Timesheets)	
(12)	Regulatory Reporting	
(18)	IBM Cognos 10 Reporting	
	Base Bundle	
	eLearning	
	eLearning Trainer and Content	
	Initial Start-Up Fee:	\$0
	Annual Cost:	\$19,677
	TOTAL First Year Fee:	\$19,677

eFinancePLUS Footnotes:

- ¹ Some additional network hardware components may be required at the client site at an additional cost. SunGard K-12 Education can work with the district to identify what if any network components would be required. All network devices are required to have registered or unique IP addresses. Pricing includes the setup of five print queues on our servers at no additional cost. Additional print queues are available at an additional cost.
- ¹² Please see attachment for Regulatory Reporting.

Software subscription is for an initial term of three (3) Contract Years. Continued subscription after the initial three (3) Contract Year term is optional and will automatically renew for consecutive three (3) year periods, unless either party elects not to renew Software subscription for the upcoming renewal term by notifying the other party in writing of non-renewal at least ninety (90) days prior to the expiration of the then-current term. Annual software subscription is subject to an annual adjustment.

IBM Cognos 10 Footnotes:

¹⁸ IBM Cognos 10 Base Bundle reporting software is available with eSchoolPLUS, IEPPLUS, eFinancePLUS and eCommunityPLUS and is licensed by SunGard K-12 Education to the client for use only with SunGard K-12 Education applications and/or applications developed by the client which utilize SunGard K-12 Education application data. No more than one IBM Cognos 10 Bundle is required per district; however, there is an additional usage fee required for each PLUS 360 product suite. Cognos 10 Base Bundle includes 1 Named User of BI Administrator, and Anonymous Users of BI Enhanced Consumer (unlimited to the authorized users of the SunGard product(s) listed in the Cognos section above). One copy of IBM Cognos 10 BI Administrator is required for each site. Consumer can access reports in a Microsoft Windows or Macintosh environment. IBM Cognos 10 BI Administrator require Microsoft Internet Explorer and a dedicated native Microsoft Windows server(s). Telephone support for IBM Cognos 10 Reporting products is provided to the client by SunGard K-12 Education. License and/or maintenance agreements do not entitle the client to access any IBM Cognos 10 Reporting technical support facility directly via either telephone or other means of communication. IBM Cognos 10 Business Intelligence requires the availability of a SQL Server database.

A 'Named User' means an individual who is authorized by Licensee to use the specified Software, whether or not that individual is logged on to that Software. The above number of users is an estimate. Further discussion is required in order to determine your exact needs. Multiple copy pricing is available.

BI Administrator means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for language, time zones, etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection, Portal to create and consume portal pages, including use of all of the portlet types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; (iii) use the Query Studio, Report Studio (including, but not limited to Express Authoring Mode), Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; (v) use the Transformer modules on all platforms commercially supported by Cognos, and Map Manager modules and functionality; (vi) use the Go! Dashboard module to assemble and/or consume a dashboard; and (vii) use the Go! Search module for full text searching and associated indexing for both dynamic and static content; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

BI Enhanced Consumer means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones, etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection Portal to create and consume portal pages, including use of all of the portlet types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; use the Cognos Go! Dashboard module to assemble and/or consume a dashboard; and use the Go! Search module for full text searching and associated indexing for both dynamic and static content; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

DRAFT

2. PROFESSIONAL SERVICES

eFinancePLUS		Professional Services	
Express Track Consulting and Training(1)	Consulting Days	Training Days	Price
Financial Accounting	*	*	\$9,600
General Ledger			
Project Accounting			
Budgeting			
Purchasing			
Accounts Payable			
Workflow			
Personnel Budgeting	*	*	640
Human Resources	*	*	12,160
Payroll			
Personnel			
Applicant Tracking			
Attendance			
Workflow			
Position Control	*	*	640
Salary Projections	*	*	-
Employee Access Center (includes Employee Timesheets)	*	*	1,920
Regulatory Reporting	*	*	1,280
Subtotal Proposed Services:	-	-	\$26,240

¹ Please see attached eFinancePLUS Express Track Learning Content for detail. The scope of project is limited to the modules licensed by the District.

Value Added Services	Days	Price	2nd Year Maintenance
Remote Project Manager	Fixed Fee	8,100	N/A
Application Management	0.50	640	N/A
Subtotal Proposed Services:	0.50	\$8,740	\$0

Express Track Conversions	Method	Price
Financials		
Vendor File	Utility Program	\$600
Budget Prep Account Files	Utility Program	900
Account File	Data Entry Recommended	
Purchase Order	Data Entry Recommended	
Transaction File	Data Entry Recommended	
Requisition File	Data Entry Recommended	
NIGP Commodity Codes	Utility Program	Optional 300
Personnel		
Demographic File	Utility Program	900
History File	Builds as system is used	
Budgeting File	Data Entry Recommended	
Payroll		
Payroll File (YTD Info)	Utility Program	1,500
Deduction File	Utility Program	900
Retirement File	Builds as system is used	
Payroll Reconciliation File	Builds as system is used	
History File	Builds as system is used	
Fixed Assets		
Asset Item File	Utility Program	Optional 900
Inventory		
Warehouse Inventory	Utility Program	Optional 900
Subtotal Proposed Services:		\$4,800
Subtotal Optional Services:		\$2,100

Express Track includes:

- A Pre-defined and formatted spreadsheet that the school district populates with the appropriate data.
- A conversion utility that school district staff will use to load data from the spreadsheet to the eFinancePLUS database.
- Time for SunGard K-12 Education technical staff to familiarize district staff with the data elements and conversion utility.

TOTAL eFinancePLUS Proposed Services:	\$39,780
TOTAL eFinancePLUS Optional Services:	\$2,100

Third Party and Pay Agency Applications	Professional Services	
Consulting and Training	Training Days	Price
IBM Cognos 10		
eFinancePLUS Software	2.00	2,560
TOTAL Third Party and Pay Agency Proposed Services:	2.00	\$2,560

TOTAL PROPOSED PROFESSIONAL SERVICES:	\$42,340
TOTAL OPTIONAL PROFESSIONAL SERVICES:	\$2,100

3. SYSTEM REQUIREMENTS

eFinancePLUS

Workstations:

PC Workstation Operating Requirements

OS Platform: Windows XP, 7 and 8
Minimum CPU: 2 CPU cores with a minimum speed of 2 GHz
Recommended CPU: 2.5 GHz processor or greater
Minimum Memory: 3 GB RAM
Recommended Memory: 4 GB RAM or higher
Supported Browsers: Internet Explorer 8, 9 and 10, Firefox 21
NOTE:64-bit machines must run Silverlight 5

MAC Workstation Operating Requirements

OS Platform: Mac OS X 10.5 or higher
CPU: Macintosh computer with an Intel Processor (Power PC processor is not supported)
Minimum CPU: 2 CPU cores with a minimum speed of 2 GHz
Recommended CPU: 2.5 GHz processor or greater
Minimum Memory: 3 GB RAM
Recommended Memory: 4 GB RAM or higher
Supported Browsers: Firefox 21, Safari 5 and 6

4. REGULATORY SOFTWARE

eFinancePLUS

Workstations:

PC Workstation Operating Requirements

OS Platform: Windows XP, 7 and 8
Minimum CPU: 2 CPU cores with a minimum speed of 2 GHz
Recommended CPU: 2.5 GHz processor or greater
Minimum Memory: 3 GB RAM
Recommended Memory: 4 GB RAM or higher
Supported Browsers: Internet Explorer 8, 9 and 10, Firefox 21
NOTE:64-bit machines must run Silverlight 5

MAC Workstation Operating Requirements

OS Platform: Mac OS X 10.5 or higher
CPU: Macintosh computer with an Intel Processor (Power PC processor is not supported)
Minimum CPU: 2 CPU cores with a minimum speed of 2 GHz
Recommended CPU: 2.5 GHz processor or greater
Minimum Memory: 3 GB RAM
Recommended Memory: 4 GB RAM or higher
Supported Browsers: Firefox 21, Safari 5 and 6

5. PRICING NOTES

- 1 SunGard K-12 Education's pricing for services are bill as incurred unless otherwise indicated within the Payment Summary and Schedule.
- 2 Training and Consulting services are provided through a Blended learning approach; comprised of instructor lead onsite, distant learning (webeX), and self-paced on-line elearning. The method of blended learning is determined by content.
- 3 Travel and living expenses are not included in the Professional Services costs.
- 4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.
- 5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 Education training methodology is based on a train-the-trainer deployment.
- 6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 Education and client and as documented in a training agenda that will be sent to the client. SunGard K-12 Education's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- 7 SunGard K-12 Education's current Professional Services rates are as follows:
 - Training / Consulting Rate: 1,280 per day.
 - Data Conversion (BusinessPLUS): 1,280 per day, Data Conversion (eSchoolPLUS, IEPPLUS, eFinancePLUS) Rate: 1,500 per day.
 - Custom Programming Rate: 1,500 per day.
 - Project Management / Business Process Review / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

6. EXPRESS TRACK LEARNING CONTENT

EXPRESS TRACK LEARNING CONTENT

eFinancePLUS

Phase and Description		Training Time in Hours	Training Methodology	Responsible
PLANNING				
	Implementation Planning (included in Remote Project Management Fixed Fee)	8	Onsite Planning	SunGard K-12 Education
GENERAL				
	Navigation - Menu, Data Screens, Advanced Search Favorites, Batch Processing Standards, Report Standards, Attachments		eLearning	District
	System Administration/Security - Users, User Resources, User Views, Roles, Locations, Attachment Security, Import Wizards		eLearning	District
Total Professional Services Hours		8.0		
FINANCIAL ACCOUNTING				
	Financial Accounting Overview	8	Onsite Training	SunGard K-12 Education
	Chart of Accounts Workshop	4	Onsite Training	SunGard K-12 Education
	Purchasing, Accounts Payable Workshop	4	Onsite Training	SunGard K-12 Education
	Phase 1: Fund Accounting Profile, Chart of Accounts, Ledgers	16	Onsite Training	SunGard K-12 Education
	Phase 2: Budget Preparation - Beginning the Budget Process, Budget Administrator, Budget Input, Budget Reports, Posting Approved Budget		eLearning	District
	Phase 3: Purchasing	8	Onsite Training	SunGard K-12 Education
	Phase 4: Accounts Payable	8	Onsite Training	SunGard K-12 Education
	Phase 5: General Ledger - Journal Entries, Post Receivables, Post Receipts, Ledger Displays, Daily Transaction Listings, Financial Statements, Audit Trails/Transaction Analysis		eLearning	District
	Phase 6: Periodic Routines - Fiscal Year End, Calendar Year End, Other Periodic Processes		Onsite or Remote Training	SunGard K-12 Education
	Phase 7: Financial Report Writer - Financial Report Writer Report Definition		eLearning	District
	Phase 8: Reconciliation - Check Reconciliation, Positive Pay, Bank Account Reconciliation		eLearning	District
Total Professional Services Hours		48.0		
HUMAN RESOURCES -				
PAYROLL				
	Payroll/Human Resources Overview	8	Onsite Training	SunGard K-12 Education
	Payroll Tables Workshop	4	Onsite Training	SunGard K-12 Education

Phase and Description		Training Time in Hours	Training Methodology	Responsible
Phase 1: Payroll Tables - Bank Codes, Departments, Federal Tax Codes, FICA Codes			eLearning	District
Phase 1: Payroll Tables		20	Onsite Training	SunGard K-12 Education
Phase 2: Employee Records - Payroll Data		16	Onsite Training	SunGard K-12 Education
Phase 3: Payroll Processing - Set up Pay run, Load Timecards, Edit Employee Time, Timecard Reports			eLearning	District
Phase 3: Payroll Processing, Payroll Parallel		24	Onsite Training	SunGard K-12 Education
Phase 4: Periodic Processes - Employee Activities, Payroll Process Activities, Other Periodic Processes			eLearning	District
Total Professional Services Hours		72.0		
HUMAN RESOURCES -				
PERSONNEL	Phase 1: Personnel Tables - Assignments, Certifications, Degrees, Qualifications, Situations, Termination Reasons, etc.		eLearning	District
	Phase 2: Employee Records - H/R Data - Employee Information, Personnel Reports		eLearning	District
	Phase 3: Attendance Entry - Table Setups, Entering Attendance		eLearning	District
Total Professional Services Hours		0.0		
POSITION CONTROL				
	Position Control Workshop	0.5	Onsite or Remote Training	SunGard K-12 Education
	Phase 1: Position Control - Table Setup, Batch Position Processing, Position Reporting		eLearning	District
Total Professional Services Hours		0.5		
PERSONNEL BUDGETING				
	Phase 1: Personnel Budgeting	0.5	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours		0.5		
SALARY PROJECTIONS				
	Phase 1: Salary Projections - Salary Negotiation Schedules, Auto-Step Employees, etc.		eLearning	District
Total Professional Services Hours		0.0		
FIXED ASSETS				
	Phase 1: Fixed Assets - Tables, Assets, Processing		eLearning	District
Total Professional Services Hours		0.0		

Phase and Description	Training Time in Hours	Training Methodology	Responsible
FIXED ASSETS COMMUNICATOR			
Phase 1: Fixed Assets Communicator - File Layout, Downloading Asset Detail, Uploading Asset Detail		eLearning	District
Total Professional Services Hours	0.0		
WAREHOUSE INVENTORY			
Phase 1: Warehouse Inventory - Table Setups, Warehouse Processing, Periodic Processing		eLearning	District
Total Professional Services Hours	0.0		
VENDOR BIDDING			
Phase 1: Vendor Bidding - Table Setups, Bid Processing, Periodic Processing		eLearning	District
Total Professional Services Hours	0.0		
PURCHASING CARD			
Phase 1: Purchasing Card - Setups, Processing		eLearning	District
Total Professional Services Hours	0.0		
MISCELLANEOUS BILLING			
Phase 1: Setups: Profile, Tables, Customers		eLearning	District
Phase 2: Processing	8.0	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	8.0		
CASH RECEIPTS			
Phase 1: Cash Receipts	8.0	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	8.0		
EMPLOYEE ACCESS CENTER			
Phase 1: Employee Access Center - Configuration, Employee Screens, Open Enrollment		eLearning	District
Total Professional Services Hours	0.0		
JOB APPLICANT CENTER			
Phase 1: Job Applicant Center - Initial Setup Job Openings, Search/Hire Applicants		eLearning	District
Total Professional Services Hours	0.0		

Phase and Description	Training Time in Hours	Training Methodology	Responsible
EMPLOYEE TIMESHEETS			
Phase 1: Profile, Table and Employee Setups	0.5	Onsite or Remote Training	SunGard K-12 Education
Phase 2: Time Entry, Time Approval, Time Posting	0.5	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	1.0		
WORKFLOW			
Phase 1: Workflow - Purchasing, Payroll/HR	1	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	1.0		
COGNOS REPORT WRITER			
Phase 1: Basic Report Writing	2	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	2.0		
STATE REGULATORY			
Phase 1: State Regulatory	.5 to 2 days	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	.5 to 2 days		
KRONOS INTERFACE			
Phase 1: Kronos Interface	0.5	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	0.5		
SUBFINDER INTERFACE			
Phase 1: SubFinder Interface	0.5	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	0.5		
AESOP INTERFACE			
Phase 1: AESOP Interface	0.5	Onsite or Remote Training	SunGard K-12 Education
Total Professional Services Hours	0.5		
EMPLOYEE BENEFITS			
Phase 1: Employee Benefits		eLearning	District
Total Professional Services Hours	0.0		
The scope of project varies by District. eLearning Content and Services are limited to the modules licensed by the District, as shown within the Investment Summary.			

EXHIBIT C: MANAGED SERVICES

1. Software as a Service (Term License)

i. eFinancePLUS.

- a. **System Use:** This Agreement permits Client to use the Component Systems that are provided on a Term License basis during normal business hours, subject to any Concurrent User limitations. In the case of a Perpetual License for Component Systems, SunGard K-12 Education will provide non-exclusive hardware to operate Software on behalf of Client.
- b. **Administration:** SunGard K-12 Education will provide system management resources for computer server management, data storage and backup. System backups will be performed on a full-backup basis weekly, with partial-backups daily.

SunGard K-12 Education will schedule with the Client in advance for routine maintenance and repairs performed at the SunGard K-12 Education's data center. Generally, these activities are not performed during business hours; however, the Client should anticipate SunGard K-12 Education to schedule short periods of downtime quarterly. SunGard K-12 Education will make every effort to schedule this maintenance period at least two weeks in advance.

- c. **Network Responsibilities:** SunGard K-12 Education's responsibility for network communication terminates at the WAN connection on the router at SunGard K-12 Education's location, and excludes the leased line, Client routers and local computing infrastructure and Personal Computers at the Client site.

SunGard K-12 Education will assume responsibility for the purchase, configuration, installation, and management of the data communications equipment hosted at SunGard K-12 Education's facility and will hold title to same.

- d. **System Performance:** Client and SunGard K-12 Education will work together to isolate performance bottlenecks, should they occur, and to identify whether they are related to the data communications link, the SunGard K-12 Education computer server, or the Client's local network. SunGard K-12 Education will provide sufficient Internet access bandwidth and server capacity for the duration of this Agreement to meet the reasonable performance requirements of the number of concurrent system users provided for in this Agreement.

For purposes of this agreement, "reasonable performance requirements" will mean the following:

- End-user response time: typically 2-5 seconds to retrieve a single record using the primary indexed key
- System availability: 98% available during normal business hours calculated on an annual basis.

- e. **Interfaces or Custom Reports:** Interfaces, custom reports, special formats, and other programming or set-up requests are not included in this Agreement, but can be provided by SunGard K-12 Education under separate Agreement.

- f. **Creation/Setup of New Users:** SunGard K-12 Education will set up and create new users at the operating system level within two business days when requested by Client.
- g. **On-Going Maintenance:** SunGard K-12 Education will be responsible for maintenance of the computer server(s) at SunGard K-12 Education, the respective operating system(s), and the data communications equipment at SunGard K-12 Education. SunGard K-12 Education will update the computer server and operating system software as necessary to remain current with new releases of the software.
- h. **Client's Network, Personal Computers:** Client's network and personal computers, including configuration, Microsoft Client Access Licenses, and setup to use the products listed in Exhibit B, are not included in this Agreement.
- i. **Additional Accounts and Update Frequency:** In addition to the Production Environment for Client processing, SunGard K-12 Education will provide a Test Environment. To provide the Test Environment, SunGard K-12 Education will replicate the Production Environment into the Test Environment semi-annually. This replication will be performed only after consultation with the Client. Additional accounts or more frequent replication will be offered at the hourly rates then in effect.
- j. **Creation/Setup of Remote Printers:** Most reports generated by applications running in the SunGard K-12 Education Data Centers can be output by users to printers defined within the Client's desktop computer network. Some applications will require IP Addressable printers that support PCL (Printer Control Language) Version 5 or above. For these printers, associated print queues need to be uniquely defined and configured on the servers housed in the SunGard K-12 Education Data Center

SunGard K-12 Education will provide the set up for up to five (5) IP Addressable print queues at no additional charge. For each additional IP Addressable print queue the Client requires beyond the initial 5, SunGard will bill an additional setup fee based on SunGard K-12 Education's then-current rates (as of the Commencement Date, \$200 each).

SunGard K-12 Education will complete printer configuration changes within two business days when requested by Client.

- k. **Disaster Recovery:** In the event of a disaster which disables SunGard K-12 Education's data center, SunGard K-12 Education will have a SunGard K-12 Education recovery project team working on and dedicated to the recovery in an effort recover the Client's time-critical systems for continued processing at the recovery location. Client will be given an initial projection of estimated recovery time, and SunGard K-12 Education will provide daily status updates thereafter to Client concerning estimated recovery time frames.
- l. **Specific Periodic Tasks Performed by SunGard K-12 Education:** SunGard K-12 Education will also provide the specific services listed below at the time intervals specified for each such service:

Daily

- Monitor previous night's backups and continuous logs
- Monitor system performance and throughput
- Perform nightly backup of all Client data
- Perform nightly differential system backups (system/software and related data files which have changed since the last full system backup)
- Process Printer/User requests

Weekly

- Perform Full Backups including delivery to off-site storage location to include:
 - 5 nightly backups
 - 4 weekly backups
 - 12 monthly backups
 - Year end backup kept on a permanent basis
- Test failover to data center generator

Monthly

- Check space in File Systems
- Check space in Swap file
- Check Wide Area Network statistics

As Necessary

- Perform operating system, third party (to the extent provided by the third party vendor), and Component System upgrades
- Add users and printers
- Modify users and printers
- Restore data as identified by Client
- Update database statistics and indexes
- Design, implement, and execute disaster recovery procedures
- Build and maintain communication circuit

m. Client Responsibilities.

- i. Printing.** Client is responsible for all printing, using compatible local printers. No print jobs will print at SunGard and all physical printing requirements will be handled by the Client. Printers must support TCP/IP and be PCL5 compliant. For IP addressable print queues, any Jet-Direct compatible printer may be used. If the printer is not Jet-Direct compatible or routed through external servers, additional software or services may be required.
- ii. Existing Environment.** Client is responsible for any issues arising from the existing LAN, existing data communications configuration, hardware, or software at the Client's site. Specifically, the Client is responsible for all elements of their existing infrastructure. If any Client site application updates (either hardware or software) are needed, they will be the responsibility of the Client.
- iii. Application Set Up.** Client assumes responsibility for application software setup, setup and maintenance of user security within the software applications testing, and operation, such as chart of accounts, setup, posting strategies, common code setup, etc. User/site based administrative tasks are the responsibility of the Client (e.g. report generation/creation, printing, local configuration, defining user security, etc.).

- iv. **Leased Lines and Data Communications Equipment.** Client will connect to the SunGard data center over the Internet. Client assumes responsibility for the leased lines, Internet access, and the data communications equipment to support the leased lines, Internet access (excluding the router equipment at SunGard's facility), including installation, troubleshooting, maintenance, management, and any contracts related thereto. Client will assume responsibility for the purchase, configuration, installation, management and on-going support of the data communications equipment and will hold title to same (excluding the router equipment at SunGard's facility).
- v. **User Set Up and Management.** Client will perform all user setup and maintenance at the application level.
- vi. **Facility Restrictions.** Client is responsible for costs associated with any special requirements or restrictions of Client's office facility that preclude the installation of telecommunication or other necessary equipment required for this project.
- vii. **Maintenance.** Effective application software administration is the key to a successful installation and smooth on-going system operation. An individual (or two) must be designated as a primary focal point of contact for communication between Client's organization and SunGard, and will handle the daily coordination of issues raised within your organization regarding the use of SunGard's application software products.

The responsibilities of this individual would include:

1. Communicating with SunGard Support personnel for problem reporting and resolution
2. Provide first level application software support to end users
3. Train new staff on software applications
4. Maintain any unique procedural documentation to your organization
5. Diagnose and resolve minor user procedural problems

EXHIBIT D: SERVICES – CLIENT RESPONSIBILITIES

- 1. General.** SunGard K-12 Education will utilize its proprietary project management methodologies in providing Client with services in connection with the implementation, configuration and usage of the Software. SunGard K-12 Education and Client will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard K-12 Education will provide. Client will establish the overall project direction, including assigning and managing the Client's project personnel team.
- 2. Client Project Position Descriptions.** To facilitate SunGard K-12 Education's ability to provide Client with Services in connection with the implementation and deployment of the Software, Client must assume certain roles and responsibilities under the project plan. Those responsibilities include designating Client personnel to serve in each of the positions outlined below:

Role/Position	General Description of Responsibilities
Executive Steering Committee	Provide Client staff and facilities; make decisions on policy changes; final Client escalation point for project issues.
Project Sponsor	Approve material changes in the project plan; advise Project Managers on resolution of project issues; report project progress to Executive Steering Committee.
Client Project Manager	Supervise Client Project Team; fulfill Client project deliverables; coordinate Client staff per project plan; work with SunGard K-12 Education Project Manager to project manage detailed project activities.
Project Team Leads (Application)	Coordinate with the Client Project Manager in communications and issue resolution; make recommendations to the Project Manager concerning any policy or implementation issues; configure Software based on consulting provided by SunGard K-12 Education; Identify end users to attend training; create end-user training documentation. deliver end-user training classes; provide support to the user community in the post production timeframe.
Project Team Leads (Technical)	Provide converted data to SunGard K-12 Education; provide data conversion specifications; provide workflow specifications and assist SunGard K-12 Education technical leads with setting up workflows test converted data, workflows and reports for compliance with specifications; set up security profiles.
Functional Experts (SME's)	Support Project Team Leads and Project Manager.

- 3. Project Escalation Procedures.** Issues will arise from time-to-time throughout the course of the project. In order for challenging issues to be addressed in a timely fashion, Client and SunGard K-12 Education will utilize the following communication and escalation procedure:

- i. Communications regarding the project will be directed to SunGard K-12 Education's Project Manager and the Client's Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls will be maintained between the Project Coordinator and the Client's Project Team (including the Client's Project Manager).
- ii. All issues or concerns will be discussed actively and openly between SunGard K-12 Education's Project Team and the Client's Project Team.
- iii. If issues begin to interfere with the progression of the implementation project, the Client and/or SunGard K-12 Education should escalate challenges to SunGard K-12 Education management as needed.

EXHIBIT E: MAINTENANCE AND SUPPORT

1. Software as a Service (SaaS) (Term License)

i. Services to be Provided By SunGard K-12 Education

1. Provide Improvements when and as the same are developed by SunGard K-12 Education. Client is responsible for incorporating such Enhancements in each copy of the applicable SunGard K-12 Education Software licensed by Client.
2. Provide assistance to Client in the use of the Component Systems via telephone inquiries to SunGard K-12 Education's designated software support offices. Telephone support services are available weekdays, excluding holidays, during normal business hours. Normal business hours are 8:00 AM - 5:00 PM Client local time.
3. Investigate errors in the intended capabilities of Component Systems upon receipt of notification from Client and provide Client with an alternate procedure or programming modifications to correct errors.

All of the above services will be provided by Internet or telephone communication contact between SunGard K-12 Education and Client.

ii. Client Responsibilities

1. Internet access is required for delivery of Maintenance and will be the primary connectivity medium for all support activities. Client will be responsible to provide access to each server via the SunGard K-12 Education SecureLink gateway.
2. Client agrees that if the Client has application software changes, screen changes or changes to SunGard K-12 Education tables within the database made by non-SunGard K-12 Education employees, this may affect SunGard K-12 Education's ability to perform its obligations hereunder or may result in extra charges by SunGard K-12 Education.

Prohibited table changes include the addition of triggers – small programs in the database that run automatically when an INSERT, UPDATE, or DELETE statement is issued against the associated table and data element – to SunGard K-12 Education data elements.

3. Client is obligated to fulfill the responsibilities of system administrator as defined in these Exhibits or this may be accomplished by contracting with SunGard K-12 Education for Remote System Administration Services or Application Hosting.
4. Client will be responsible for acquiring any necessary Microsoft Client access licenses used in conjunction with the Licensed Software.

EXHIBIT F: COGNOS SOFTWARE SUPPLEMENT

Additional Definitions. "Cognos Component Systems" means any of the software provided to SunGard K-12 Education by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit B.

1. **Ownership.** Cognos owns the Cognos Component Systems.
2. **Restrictions on Use of Cognos Component Systems.** Client's use of the Cognos Component System(s) is subject to the following additional terms and conditions:
 - i. Client has the right to use the Cognos Component System(s) only in Object Code form, and only with the SunGard K-12 Education Licensed Software.
 - ii. Client acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by SunGard K-12 Education under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Client under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Client;
 - iii. (c) Client agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client's use of the Cognos Component System(s) or related materials;
 - iv. (d) Client acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;
 - v. Client acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit B; and
 - vi. Client acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit B. Such restricted use shall include Client's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the eSchoolPLUS software applications system(s) set forth in Exhibit B.
 - vii. In lieu of the warranty provided in Section 7 of the Agreement, Client shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Client that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Client, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Client's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Client misuses the Cognos Component System(s) contrary to its related documentation.