Board Office Use: **Legislative File Info.**	
File Number	18-|6|3
Introduction Date	06-27-2018
Enactment Number	18-1288
Enactment Date	8/8/18 lf

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Curtiss Sarikey, Chief of Staff Susan Beltz, Chief Technology Officer
Board Meeting Date	June 27, 2018
Subject	Approval of Addendum to Oakland Unified School District Software Maintenance Agreement with PowerSchool Group LLC Successor-in-interest to SunGard Public Sector LLC

Action Requested

Approval of Addendum to Oakland Unified School District Software Maintenance Agreement between Oakland Unified School District and PowerSchool Group LLC Successor-in-interest to SunGard Public Sector LLC with services to be primarily provided to Technology Services for the period of 12/01/2017 through 12/31/2018 in the amount of $168,006.57.

Background

The Oakland Unified School District, on August 28, 2001, entered into the Application Support Provider (ASP) Addendum designating SunGard Bi Tech LLC to be the "Application Services Provider" providing software to the Oakland Unified School District remotely. Based on Schedule C-3 to that agreement, the Software License continuing from year to year is contingent upon payment of the Annual Support fees.

Discussion

On October 26, 2016, the Oakland Unified School District entered into an Agreement with the Alameda County Office of Education for the latter to provide Escape School Business Software and System Support Services (Legistar File ID #16-2237). This system is due to launch on July 1, 2018 and will replace the aforementioned SunGard system. However, the OUSD Fiscal Services team requires continued access to the SunGard system through December 31, 2018 to fully close and complete all reporting related to the 2017-18 fiscal year and complete the annual audit.

Addendum to the Oakland Unified School District Software Maintenance Agreement between the Oakland Unified School District and PowerSchool Group LLC Successor-in-interest to SunGard Public Sector LLC for the latter to provide support and enhancements to the Baseline Software identified in Exhibit A for the period commencing December 1, 2017 and concluding September 30, 2018, in an amount not-to-exceed $128,974.75, with follow-on quarterly renewals which are expected to extend through December 31, 2018 at an additional cost of $39,031.82.

Recommendation

Approval of Addendum to Oakland Unified School District Software Maintenance Agreement between Oakland Unified School District and PowerSchool Group LLC Successor-in-interest to SunGard Public Sector LLC with services to be primarily provided to Technology Services for the period of 12/01/2017 through 12/31/2018 in the amount of $168,006.57.

Fiscal Impact

$89,942.93 from Funding Resource 99999994701: General Purpose (GP) Software Licensing for 2017-18

$78,063.64 from Funding Resource 99999994701: General Purpose (GP) Software Licensing for 2018-19

Attachments

Addendum to Oakland Unified School District Software Maintenance Agreement

Addendum to Oakland Unified School District Software Maintenance Agreement dated February 1, 2017

Addendum to Oakland Unified School District Software Maintenance Agreement dated November 3, 2015

OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Software Maintenance Agreement dated January 13, 2011
Original FAS contract dated August 28, 2001

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1613

Department: Technology Services

Vendor Name: PowerSchool Group LLC Successor-in-interest to SunGard Public Sector LLC

Contract Term: Start Date: December 1, 2017   **End Date:** December 31, 2018

Annual Cost: $ 168,006.57

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes ☐ No ☑

Why was this Vendor selected?

PowerSchool Group LLC Successor-in-interest to SunGard Public Sector LLC has been the financial system for Oakland Unified School District since 2001. The Oakland Unified School District, on August 28, 2001, entered into the Software License Agreement with SunGard Public Sector Inc. Based on Schedule C-3 of the Agreement, The Software License continuing from year to year is contingent upon payment of Annual Support fees. On October 26, 2016, the Oakland Unified School District entered into an Agreement with the Alameda County Office of Education for the latter to provide Escape School Business Software and System Support Services (Legistar File ID #16-2237). This system is due to launch on July 1, 2018 and will replace the aforementioned IFAS system. However, the OUSD Fiscal Services team requires continued access to the SunGard system through December 31, 2018 to fully close and complete all reporting related to the 2017-18 fiscal year and complete the annual audit.

Summarize the services this Vendor will be providing.

SunGard Public Sector will provide support and enhancements to the Baseline Software identified in Exhibit A. Annual Support will be provided for the Business Plus modules listed in Exhibit A (IFAS Components and/or Systems). Primarily provided to Technology Services for the period of December 1, 2017 through December 31, 2018.

Was this contract competitively bid? Yes ☐ No ☑

If No, answer the following:

1) How did you determine the price is competitive?

The Oakland Unified School District has been using the IFAS system since 2001, and is now in the process of transitioning to the Escape system due to launch on July 1, 2018. In the meantime, it is necessary for the District to continue using IFAS as its human resources, payroll and financial system.

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than $87,800 (increases a small amount on January 1 of each year)

☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

☐ **Emergency** contracts [requires Board resolution declaring an emergency]

☐ **Technology** contracts

☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

☐☐ Western States Contracting Alliance Contracts (WSCA)

California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

✓ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

2

AMENDMENT TO OAKLAND UNIFIED SCHOOL DISTRICT SOFTWARE
MAINTENANCE AGREEMENT

Client:

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
Telephone: (510) 879-8873
Attn: Susan Beltz

Licensor:

PowerSchool Group LLC
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

PowerSchool Group LLC "PowerSchool" and Oakland Unified School District ("OUSD") agree to amend their existing Software Maintenance Agreement, dated January 12, 2011 (OUSD Enactment No. 11-0074) ("Agreement"), as previously amended by, among other things, a November 2015 Addendum (OUSD Enactment No. 16-0488) and a February 2017 Addendum (OUSD Enactment No. 170351) as follows:

Section 4 (Term) of the original Agreement, as well as all other contractual provisions regarding the duration and/or term of the Agreement and any addenda thereto and thereafter, are amended as follows: Effective September 30, 2018, the Agreement will renew on a quarterly basis (subject to the 30-day notice of termination stated hereafter). Termination may be effectuated by either party giving written notice to the other party thirty (30) days prior to the start of the quarterly renewal period. Termination will be effective as of the conclusion of the quarterly period in which notice is given.
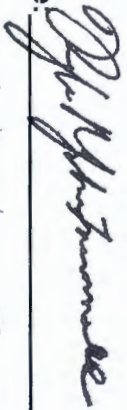
Fees: The Maintenance and Support fee for the period beginning December 1, 2017 and ending September 30, 2018 is $128, 974.75. Maintenance and Support will renew on a quarterly basis beginning September 30, 2018.

Except as set forth above, all terms and conditions of the existing Agreement, as amended/modified by any and all addenda, shall remain in effect.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

Oakland Unified School District

Signature: _____

Printed Name: Kyla Johnson-Trummell

Title: Superintendent

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _____
Marion McWilliams, General Counsel

_____
Aimee Eng
President, Board of Education
_____ 8/9/18

PowerSchool Group LLC

Signature: Mark Oldemeyer
E462F9288DBCE46F...

Printed Name: Mark Oldemeyer

Title: CFO

Date: 6/27/2018

PowerSchool

PowerSchool Group LLC
150 Parkshore Dr, Folsom, CA 95630
Quote #: Q-76088-2
Quote Expiration Date: 6/30/2018

Prepared By: Samir Merchant
Customer Name: Oakland Unified SD - CA

Start Date: 12/1/2017
End Date: 6/30/2018

Customer Contact:

Title:
Address: 1000 Broadway Ave Ste 680
City: Oakland
State/Province: California
Zip Code: 94607
Phone #:

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
Accounts Payable w/ Bank Reconcil. Annual Maintenance Fee	1.00	Students	USD 3,662.52	USD 3,662.52
General Ledger Annual Maintenance Fee	1.00	Students	USD 25,048.40	USD 25,048.40
Click, Drag and Drill Annual Maintenance Fee	1.00	Students	USD 8,402.31	USD 8,402.31
Human Resources Annual Maintenance Fee	1.00	Students	USD 8,849.44	USD 8,849.44
Customization M&S - BusinessPLUS	1.00	Year	USD 1,192.39	USD 1,192.39
Easy Laser Forms Annual Maintenance Fee	1.00	Students	USD 4,273.01	USD 4,273.01
Accounts Receivable/Cash Receipts Annual Maintenance Fee	1.00	Students	USD 3,662.54	USD 3,662.54
Work Order Management Annual Maintenance Fee	1.00	Students	USD 4,577.62	USD 4,577.62
Documents Online Annual Maintenance Fee	1.00	Students	USD 2,505.38	USD 2,505.38
SubTracker Annual Maintenance Fee	1.00	Students	USD 1,667.93	USD 1,667.93
BusinessPLUS Module Software M&S	1.00	Year	USD 2,033.99	USD 2,033.99
Position Budgeting Annual Maintenance Fee	1.00	Students	USD 2,504.35	USD 2,504.35
Bank Reconciliation Annual Maintenance Fee	1.00	Students	USD 2,033.97	USD 2,033.97
Customization M&S - BusinessPLUS	1.00	Year	USD 568.89	USD 568.89
Fixed Assets Annual Maintenance Fee	1.00	Students	USD 3,316.17	USD 3,316.17
Easy Laser Forms Annual Maintenance Fee	1.00	Students	USD 1,525.49	USD 1,525.49
Purchasing Annual Maintenance Fee	1.00	Students	USD 5,269.09	USD 5,269.09
Payroll Annual Maintenance Fee	1.00	Students	USD 8,849.44	USD 8,849.44

License and Subscription Totals: **USD 89,942.93**

Quote Total		Year One Total	USD 89,942.93

On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

This Quote is subject to and incorporates the terms and conditions for the applicable product(s) located at: https:// www.powerschool.com/3rd-party-software/

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/

PowerSchool

150 Parkshore Dr, Folsom, CA 95630
Remit Email: renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 6/21/2018
Quote #: Q-117050-2

Prepared By: Samir Merchant
Customer Name: Oakland Unified SD - CA

Start Date: 7/1/2018
End Date: 9/30/2018

Customer Contact:
Title:
Address: 1000 Broadway Ave Ste 680
City: Oakland
State/Province: California
Zip Code: 94607
Phone #:

Product Description	Quantity	Unit	Unit Price	Extended Price
Accounts Payable w/ Bank Reconcil. Annual Maintenance Fee	1.00	Students	USD 1,589.39	USD 1,589.39
General Ledger Annual Maintenance Fee	1.00	Students	USD 10,870.06	USD 10,870.06
Click, Drag and Drill Annual Maintenance Fee	1.00	Students	USD 3,646.29	USD 3,646.29
Human Resources Annual Maintenance Fee	1.00	Students	USD 3,840.32	USD 3,840.32
Customization M&S - BusinessPLUS	1.00	Year	USD 517.45	USD 517.45
Easy Laser Forms Annual Maintenance Fee	1.00	Students	USD 1,854.32	USD 1,854.32
Accounts Receivable/ Cash Receipts Annual Maintenance Fee	1.00	Students	USD 1,589.40	USD 1,589.40
Work Order Management Annual Maintenance Fee	1.00	Students	USD 1,986.51	USD 1,986.51
Documents Online Annual Maintenance Fee	1.00	Students	USD 1,087.24	USD 1,087.24
SubTracker Annual Maintenance Fee	1.00	Students	USD 723.82	USD 723.82
BusinessPLUS Module Software M&S	1.00	Year	USD 882.68	USD 882.68
Position Budgeting Annual Maintenance Fee	1.00	Students	USD 1,086.79	USD 1,086.79
Bank Reconciliation Annual Maintenance Fee	1.00	Students	USD 882.67	USD 882.67

Customization M&S - BusinessPLUS	1.00	Year	USD 246.88	USD 246.88
Fixed Assets Annual Maintenance Fee	1.00	Students	USD 1,439.09	USD 1,439.09
Easy Laser Forms Annual Maintenance Fee	1.00	Students	USD 662.00	USD 662.00
Purchasing Annual Maintenance Fee	1.00	Students	USD 2,286.59	USD 2,286.59
Payroll Annual Maintenance Fee	1.00	Students	USD 3,840.32	USD 3,840.32

License and Subscription Totals: **USD 39,031.82**

Year One Total	**USD 39,031.82**

On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

This Quote is subject to and incorporates the terms and conditions for the applicable product(s) located at: https:// www.powerschool.com/3rd-party-software/

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/

Memo

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools Thriving Students

Board Office Use: **Legislative File Info.**	
File ID Number	17-0420
Introduction Date	3/22/17
Enactment Number	170351
Enactment Date	3/22/17 *os*

To Board of Education

From Devin Dillon, Interim Superintendent
By: Vernon Hal, Senior Business Officer
Susan Beltz, Deputy Chief, Information Technology

Board Meeting Date

Subject Renewal of SunGard K-12 Education Software Maintenance

Action Requested Approval of the Software Maintenance Renewal Agreement between Oakland Unified School District and SunGard Public Sector. Services to be primarily provided to Technology Services for the period of December 1, 2016 through November 30, 2017.

Background The Software License Agreement between SunGard Public Sector Inc. and the Oakland Unified School District dated January 13, 2011. Based on Schedule to the Agreement, the Software License continuing from year to year is contingent upon payment of the Annual Support fees.

Discussion Approval by the Board of Education of Contract No. 2672, Addendum, Software Maintenance Renewal between the District and SunGard Public Sector Inc., dba "SunGard K-12 Education", Bethlehem, PA, for the latter to provide maintenance and enhancements for new releases of Baseline Software identified in Exhibit A, except as Noted, (IFAS Components and/or Systems) , pursuant to the terms and conditions stated in said Agreement, for the period commencing December 1, 2016 and concluding November 30, 2017, in an amount not-to-exceed $158,726.73.

Note that Exhibit A has been introduced to suspend maintenance for five modules. These are new modules which we had planned to launch after the IFAS upgrade. Since there is no immediate plan to launch the new modules, we are suspending maintenance on these items.

Recommendation Approval by the Board of Education of Contract No. 2672, Addendum, Software Maintenance Renewal between the District and SunGard Public Sector Inc., dba "SunGard K-12 Education", Bethlehem, PA, for the latter to provide maintenance and enhancements for new releases of Baseline Software identified in Exhibit A, except as Noted, (IFAS Components and/or Systems) , pursuant to the terms and conditions stated in said Agreement, for the period commencing December 1, 2016 and concluding November 30, 2017, in an amount not-to-exceed $158,726.73

Fiscal Impact $158,983.94 Funding Resource: Licensing-9999994701

Attachments SunGard Addendum 2526

CONTRACT NO. 2672

SunGard Public Sector LLC an FIS Company

d/b/a "SUNGARD K-12" formerly known as SunGard Public Sector Inc. d/b/a
SunGard K-12 Education

ADDENDUM

Client:
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
Telephone: (510) 879-8872
Attn: John Krull

Licensor:
SunGard K-12
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 and Client agree to amend their existing Software Maintenance Agreement,
dated January 13, 2011 ("Agreement"), to add the following as attached hereto and part of this
Amendment and Addendum.

EXHIBITS TO ORDER FORM

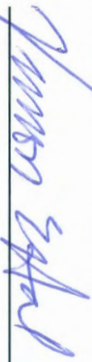**EXHIBIT A: ANNUAL SUPPORT FEES**

All terms and conditions of the existing Agreement shall remain in effect (with the exception of
any conditions, prices and payment terms indicated herein).   For payment terms, refer to the
payment schedule in Exhibit A.

Delivery Date is the date on which SunGard K-12 first ships the Component System to the
Delivery Address F.O.B. SunGard K-12's place of shipment.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused
this Addendum to be signed by its duly authorized officer.

Oakland Unified School District

BY: _(signature)_

PRINT NAME: Vernon Hal

PRINT TITLE: Sr. Business Officer

DATE SIGNED: _____

SunGard Public Sector LLC

BY: _(signature)_
DocuSigned by:
50E72C0492E0446...

PRINT NAME: Adam R. Eberle

PRINT TITLE: Chief Commercial Officer

DATE SIGNED: 2/1/2017

CONTRACT NO. 2672

SunGard Public Sector LLC an FIS Company

d/b/a "SUNGARD K-12" formerly known as SunGard Public Sector Inc. d/b/a
SunGard K-12 Education

ADDENDUM

Client:

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
Telephone: (510) 879-8872
Attn: John Krull

Licensor:

SunGard K-12
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 and Client agree to amend their existing Software Maintenance Agreement,
dated January 13, 2011 ("Agreement"), to add the following as attached hereto and part of this
Amendment and Addendum.

EXHIBITS TO ORDER FORM

EXHIBIT A: ANNUAL SUPPORT FEES

All terms and conditions of the existing Agreement shall remain in effect (with the exception of
any conditions, prices and payment terms indicated herein).   For payment terms, refer to the
payment schedule in Exhibit A.

Delivery Date is the date on which SunGard K-12 first ships the Component System to the
Delivery Address F.O.B. SunGard K-12's place of shipment.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused
this Addendum to be signed by its duly authorized officer.

Oakland Unified School District	**SunGard Public Sector LLC**
BY:	BY:
PRINT NAME: Vernon Hal	PRINT NAME: Adam R. Eberle
PRINT TITLE: Sr. Business Officer	PRINT TITLE: Chief Commercial Officer
DATE SIGNED:	DATE SIGNED: 2/1/2017

Jumell Harris
Oakland Unified School District, CA
President, Board of Education

Devin Dillon, Ph.D.
Interim Secretary, Board of Education

EXHIBIT A: ANNUAL SUPPORT FEES

Listed on the attached Invoice are the modules for which Annual Support will be provided during the term of December 1, 2016 through November 30, 2017 with the exception of those modules noted below.

SunGard K-12 and the District agree that Sungard K-12 shall suspend maintenance, and the District shall not be responsible for any of the below-indicated payments, for five (5) months from January 1, 2017 – May 31, 2017 for the following modules.

1.	Job/Project Ledger:	$1,365.03
2.	PunchOut:	$1,365.03
3.	Grants Management:	$1,365.03
4.	Stores Inventory:	$1,365.03
5.	Webform Productivity Pack:	$1,742.82
	Total:	$7,202.94

On or before June 1, 2017, the District must provide written notice to SunGard K-12 as it relates to the District's intentions in proceeding with the above reference modules. In the event the modules listed above are not implemented and/or the District has not reinstated maintenance by June 1, 2017, the modules will be cancelled; the suspension period will not be extended; and the District shall not be responsible for any further payments as to the foregoing listed modules. In the event the modules are cancelled but the District subsequently decides to reinstate these modules, the maintenance cost from the original date of cancellation to the then current date will be applied to fees due for the maintenance reinstatement, or the product can be repurchased at Sungard K-12's then current license pricing, whichever is less.

Per SunGard K-12's Invoice dated September 30, 2016, Sales Order No. 73469 is attached hereto and incorporated herein by reference.

$163,271.12	Software Maintenance	
$ -7,202.94	Suspended Software Maintenance as indicated above	
$ +2,915.76	BusinessPLUS Professional Services	
$158,983.94	Total	

Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard K-12 in an annual invoice.

$UNGARD K-12 EDUCATION

THIS IS NOT AN INVOICE

PROFORMA

To:
OAKLAND USD - CA
Attn: ROBIN SASADA - BUSINESS MANAGER
510-879-8324
OAKLAND USD - CA
TECHNOLOGY SERVICES
ATTN: ROBIN SASADA
1000 BROADWAY, STE 300
OAKLAND, CA 94607

Ship To:
OAKLAND USD - CA
Attn: ROBIN SASADA - BUSINESS MANAGER
510-879-8324
OAKLAND USD - CA
TECHNOLOGY SERVICES
ATTN: ROBIN SASADA
1000 BROADWAY, STE 300
OAKLAND, CA 94607

Company	Order No.	Date	Page No.
PE	73469	30/Sep/2016	1

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
2733		Net 30	USD		

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	UM	Unit Price	Disc %	Total Cost
1	Renewal: IFGENERAL LEDGER BusinessPLUS General Ledger/Nucleus/GUI (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	41,467.28	.00	41,467.28
2	Renewal: IFAP/ENCUMBRANCES BusinessPLUS Accounts Payable/Encumbrances (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	6,063.34	.00	6,063.34
3	Renewal: IFAR CASH RECEIPTS BusinessPLUS Accounts Receivable/Cash Receipts (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	6,063.34	.00	6,063.34
4	Renewal: IFBANK RECON BusinessPLUS Bank Reconciliation (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	3,367.23	.00	3,367.23
5	Renewal: IFPEID BusinessPLUS Person/Entity Database (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	3,367.23	.00	3,367.23
6	Renewal: IFPURCHASING BusinessPLUS Purchasing (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	8,722.98	.00	8,722.98
7	Renewal: IFFIXED ASSETS BusinessPLUS Fixed Assets Inventory (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	5,489.92	.00	5,489.92
8	Renewal: IFEASY LASER FORMS BusinessPLUS Easy Laser Forms (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	2,525.44	.00	2,525.44
9	Renewal: IFPAYROLL BusinessPLUS Payroll (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	14,650.18	.00	14,650.18
10	Renewal: IFHUMAN RESOURCES BusinessPLUS Human Resources and Position Control (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	14,650.18	.00	14,650.18
11	Renewal: IFPOSITION BUDGETING BusinessPLUS Position Budgeting (formerly IFAS) Maintenance: Start: 12/01/2016, End: 11/30/2017; Term: 12 months	No	1	1	EA	4,145.95	.00	4,145.95

$UNGARD K-12 EDUCATION
PROFORMA

Company	Order No.	Date	Page No
PE	73469	30/Sep/2016	2

Customer Grp.No.	Customer PO#	Payment Terms	Currency Code
2733		Net 90	USD

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
12	Renewal: IFSUBTRACKER BusinessPLUS SubTracker (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	2,761.28	.00	2,761.28
13	Renewal: IFEMPLOYEE ONLINE BusinessPLUS Employee Online (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	7,073.90	.00	7,073.90
14	Renewal: IFWORK ORDER BusinessPLUS Work Order (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	7,578.23	.00	7,578.23
15	Renewal: IFCDD BusinessPLUS Click, Drag, & Drill includes CDD.net (Report Writer) (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	13,909.96	.00	13,909.96
16	Renewal: IFDOCUMENTS ONLINE BusinessPLUS Documents Online (formerly Image Enabler) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	4,147.67	.00	4,147.67
17	Renewal: IFJOB/PROJECT LEDGER BusinessPLUS Job/Project Ledger (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	3,276.06	.00	3,276.06
18	Renewal: IFPUNCHOUT BusinessPLUS PunchOut (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	3,276.06	.00	3,276.06
19	Renewal: IFSTORES INVENTORY BusinessPLUS Stores Inventory (Warehouse) (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	3,276.06	.00	3,276.06
20	Renewal: IFGRANTS MANAGEMENT BusinessPLUS Grants Management (formerly IFAS) Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	3,276.06	.00	3,276.06
21	Renewal: IFWEBFORM BusinessPLUS Webform Productivity Pack Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	4,182.77	.00	4,182.77
	Total Amount For BUSINESSPLUS PRODUCTS							**$163,271.12**
22	Renewal: BC BCOUS1002 - Charges to Positive Pay File Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	1,973.97	.00	1,973.67
23	Renewal: BC BCOUS1D06WO - PY Check - EFT Writer Modification For Deferred Pay Maintenance: Start: 12/01/2016; End: 11/30/2017; Term: 12 months	No	1	1	EA	941.79	.00	941.79
	Total Amount For BUSINESSPLUS PROFESSIONAL SERVICES							**$2,915.76**

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via
1 2733		Net 30	USD	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Salesperson (2)	Total Cost

We would like to continue on the current maintenance plan

☐ Our Purchase Order is enclosed

☐ Our Purchase Order is _____

☐ Purchase Order is not required to be invoiced

AN INVOICE WILL BE SENT AFTER CONFIRMATION OF ORDER

Does not include any applicable taxes   Order Total: 166,186.88

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No.

Department: Technology Services

Vendor Name: SunGard Public Sector, Inc.

Contract Term: Start Date: 12/01/2016   End Date: 11/30/2017

Annual Cost: $ 158,983.94

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes ☐ No ☑

Why was this Vendor selected?

SunGard Public Sector has been the financial system for Oakland Unifief School District since 2001. The Oakland Unified School District, on August 28, 2001, entered into the Software License Agreement between SunGard Public Sector Inc. Based on Schedule C-3 of the Agreement, The Software License continuing from year to year is contingent upon payment of Annual Support fees .

Summarize the services this Vendor will be providing.

SunGard Public Sector will provide Maintenance and Enhancements for new releases of the Baseline Software identified. Annual Support will be provided for the Business Plus modules listed in Exhibit A (IFAS Components and /or Systems. Primarily provided to Technology Services for the period of December 1, 2016 through November 30, 2017

Was this contract competitively bid? Yes ☑ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than $86,000 (increases a small amount on January 1 of each year)

☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

☐ **Emergency** contracts

☒ **Technology** contracts

☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

☐ Western States Contracting Alliance Contracts (WSCA)

☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☐ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

2

Board Office Use: Legislative File Info.

File Number	16-0465
Introduction Date	4-13-16
Enactment Number	16-0488
Enactment Date	4/13/16 aR

Memo

To	Board of Education
From	Antwan Wilson, Superintendent Hitesh Haria, Chief Operations Officer John Krull, Chief Technology Officer
Board Meeting Date	April 13, 2016
Subject	Renewal of SunGard K-12 Education Software Maintenance
Action Requested	Approval of the Software Maintenance Renewal Agreement between Oakland Unified School District and SunGard Public Sector. Services to be primarily provided to Technology Services for the period of December 1, 2015 through November 30, 2016.
Background	The Software License Agreement between SunGard Public Sector Inc. and the Oakland Unified School District was signed on August 28, 2001. Based on Schedule C-3 to the Agreement, the Software License continuing from year to year is contingent upon payment of the Annual Support fees. Annual Support will be provided for the BusinessPLUS modules listed in Exhibit A-SunGard K-12 Education Proforma Order No. 67974.

**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Discussion

Contract No. 2526, Software Maintenance Renewal between the District and SunGard Public Sector Inc., dba "SunGard K-12 Education," Bethlehem, PA for the latter to provide Maintenance and Enhancements for new releases of the Baseline Software identified in Exhibit A (IFAS Components and/or Systems), pursuant to the terms and conditions stated in said Agreement, for the period commencing December 1, 2015 and concluding November 30, 2016, at a cost not to exceed $158,726.73.

Recommendation

Approval of Contract No. 2526, Software Maintenance Renewal between Oakland Unified School District and SunGard Public Sector. Services to be primarily provided to Technology Services for the period of December 1, 2015 through November 30, 2016.

Fiscal Impact

$158,726.73 Org. Key: GP/District Licensing

Attachments

SunGard Addendum 2526

OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 16- O465

Department: Technology Services

Vendor Name: SunGard Public Sector, Inc.

Contract Term: Start Date: 12/01/2015   End Date: 11/30/2016

Annual Cost: $ 158,726.73

Approved by: John Krull

Is Vendor a local Oakland business? Yes ☐ No ☑

Why was this Vendor selected?

SunGard Public Sector has been the financial system for Oakland Unified School District since 2001.
The Oakland Unified School District, on August 28, 2001, entered into the Software License Agreement between SunGard Public Sector Inc. Based on Schedule C-3 of the Agreement, The Software License continuing from year to year is contingent upon payment of Annual Support fees.

Summarize the services this Vendor will be providing.

SunGard Public Sector will provide Maintenance and Enhancements for new releases of the Baseline Software identified.
Annual Support will be provided for the Business Plus modules listed in Exhibit A (IFAS Components and /or Systems.
Primarily provided to Technology Services for the period of December 1, 2015 through November 30, 2016

Was this contract competitively bid? Yes ☑ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

1

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than $87,800 (increases a small amount on January 1 of each year)

☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

☐ **Emergency** contracts [requires Board resolution declaring an emergency]

☐ **Technology** contracts

☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

☐ Western States Contracting Alliance Contracts (WSCA)

☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☐ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

CONTRACT NO. 2526

SunGard Public Sector Inc.

d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

Client:
Oakland Unified School District
Technology Services
1700 Market Street, Room 24
Oakland, CA 94607
Telephone: (510) 879-8872
Attn: John Krull or Wendy Green

Licensor:
SunGard K-12 Education
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing Software Maintenance Agreement, dated January 13, 2011, in accordance with the following as attached hereto and part of this Software Maintenance Renewal.

EXHIBIT A: Annual Support Fees

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

Oakland Unified School District

BY: _____

PRINT NAME: _John C. Krull_

PRINT TITLE: _CTO_

DATE SIGNED: _11/3/15_

SunGard Public Sector Inc.

BY: _____

PRINT NAME: _Adam R. Eberle_

PRINT TITLE: _Chief Commercial Officer_

DATE SIGNED: _November 3, 2015_

James Harris
President, Board of Education

Antwan Wilson
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED AS TO FORM & SUBSTANCE
By: _____
Attorney at Law

EXHIBITS

EXHIBIT A: Annual Support Fees

Listed on the attached Invoice, are the modules for which Annual Support will be provide during the term of December 1, 2015 through November 30, 2016.

Per SunGard K-12 Education's Invoice dated October 22, 2015, Sales Order No. 67974 attached hereto and incorporated herein by reference.

$155,941.86 – Software Maintenance
$ 2,784.87 – Business PLUS Professional Services
$158,726.73 – Total

Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard K-12 Education in an annual invoice.

SUNGARD K-12 EDUCATION

THIS IS NOT AN INVOICE

PROFORMA

Company	Order No.	Date	Page No
PE	67974	22/Oct/2015	1

To:
OAKLAND USD - CA
Attn: TECHNOLOGY SERVICES 510-879-8288
OAKLAND USD - CA
MCCLYMONDS HIGH SCHOOL RM. 124
2607 MYRTLE STREET
OAKLAND, CA 94607
United States

Ship To:
OAKLAND USD - CA
Attn: TECHNOLOGY SERVICES 510-879-8288
OAKLAND USD - CA
MCCLYMONDS HIGH SCHOOL RM. 124
2607 MYRTLE STREET
OAKLAND, CA 94607
United States

Customer Grp/No.	Customer PO#	Payment Terms	# Users	Currency Code	Ship Via	Salesperson Cd
2733		Net 30		USD		

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
1	Renewal: IFGENERAL LEDGER BusinessPLUS General Ledger/Nucleus/GUI (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	39,605.81	.00	39,605.81
2	Renewal: IFAP/ENCUMBRANCES BusinessPLUS Accounts Payable/Encumbrances (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	5,791.16	.00	5,791.16
3	Renewal: IFAR CASH RECEIPTS BusinessPLUS Accounts Receivable/Cash Receipts (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	5,791.16	.00	5,791.16
4	Renewal: IFBANK RECON BusinessPLUS Bank Reconciliation (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,216.07	.00	3,216.07
5	Renewal: IFPEID BusinessPLUS Person/Entity Database (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,216.07	.00	3,216.07
6	Renewal: IFPURCHASING BusinessPLUS Purchasing (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	8,331.40	.00	8,331.40
7	Renewal: IFFIXED ASSETS BusinessPLUS Fixed Assets Inventory (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	5,243.48	.00	5,243.48
8	Renewal: IFEASY LASER FORMS BusinessPLUS Easy Laser Forms (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	2,412.07	.00	2,412.07
9	Renewal: IFPAYROLL BusinessPLUS Payroll (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	13,992.53	.00	13,992.53
10	Renewal: IFHUMAN RESOURCES BusinessPLUS Human Resources and Position Control (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	13,992.53	.00	13,992.53
11	Renewal: IFPOSITION BUDGETING BusinessPLUS Position Budgeting (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,959.84	.00	3,959.84

SUNGARD K-12 EDUCATION
PROFORMA

Company	Order No.	Date	Page No
PE	67974	22/Oct/2015	2

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
2733		Net 30	USD		

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
12	Renewal: IFSUBTRACKER BusinessPLUS SubTracker (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	2,637.33	.00	2,637.33
13	Renewal: IFEMPLOYEE ONLINE BusinessPLUS Employee Online (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	6,756.35	.00	6,756.35
14	Renewal: IFWORK ORDER BusinessPLUS Work Order (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	7,238.04	.00	7,238.04
15	Renewal: IFCDD BusinessPLUS Click, Drag, & Drill includes CDD.net (Report Writer) (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	13,285.54	.00	13,285.54
16	Renewal: IFDOCUMENTS ONLINE BusinessPLUS Documents Online (formerly Image Enabler) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,961.48	.00	3,961.48
17	Renewal: IFJOB/PROJECT LEDGER BusinessPLUS Job/Project Ledger (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,129.00	.00	3,129.00
18	Renewal: IFPUNCHOUT BusinessPLUS PunchOut (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,129.00	.00	3,129.00
19	Renewal: IFSTORES INVENTORY BusinessPLUS Stores Inventory (Warehouse) (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,129.00	.00	3,129.00
20	Renewal: IFGRANTS MANAGEMENT BusinessPLUS Grants Management (formerly IFAS) **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,129.00	.00	3,129.00
21	Renewal: IFWEBFORM BusinessPLUS Webform Productivity Pack **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	3,995.00	.00	3,995.00
22	Renewal: BC BCOUS1002 - Changes to Positive Pay File **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	1,885.36	.00	1,885.36
		Total Amount For BUSINESSPLUS PRODUCTS						**$155,941.86**
23	Renewal: BC BCOUS1006WO - PY Check - EFT Writer Modification For Deferred Pay **Maintenance: Start: 12/01/2015, End: 11/30/2016; Term: 12 months**	No	1	1	EA	899.51	.00	899.51
	Total Amount For BUSINESSPLUS PROFESSIONAL SERVICES							**$2,784.87**

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
2733		Net 30	USD		

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
1							

Does not include any applicable taxes　　　　**Order Total:** 158,726.73

We would like to continue on the current maintenance plan

☐ Our Purchase Order is enclosed

☐ Our Purchase Order is _____

☐ Purchase Order is not required to be invoiced

AN INVOICE WILL BE SENT AFTER CONFIRMATION OF ORDER

SOFTWARE LICENSE AGREEMENT

BETWEEN

SanDy Snow

SunGard/Bi-Tech Inc.
a Delaware Corporation
with Headquarters at
890 Fortress Street
Chico, CA 95973

("SunGard")

AND

Oakland Unified School District *Brian Boily*
1025 2nd Ave
Oakland, CA 94606

("Customer")

ORIGINAL

Legislative File

File ID No. **06-1167**
Introduction Date **07-05-01**
Enactment No **01-0607**
Enactment Date **06-27-01**

By _____

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Schedules and Addenda to this Agreement.

[SunGard]

BY: _____

PRINT NAME: **Bruce E. Langston**

PRINT TITLE: **V.P. Finance**

DATE SIGNED: **8/7/01**

[Customer]

BY: _____

PRINT NAME: **Jason Hodge** 8/23/01

PRINT TITLE: **President, Board of Education**

DATE SIGNED: **8/29/01**

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _____
ROY A. COMBS, Attorney at Law
General Counsel

Edgar Rakestraw, Jr.
Deputy Secretary, Board of Education
8/29/01

1. DEFINITION OF TERMS

As used in this Agreement, the following terms have the following meanings:

(a) "Account" means a single and unique combination of database and Software.

(b) "Affiliate" means, with respect to a specified person, any person which directly or indirectly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect.

(c) "Confidential Information" means all business information disclosed by one party to the other in connection with this Agreement unless it is or later becomes publicly available through no fault of the other party or it was or later is rightfully developed or obtained by the other party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include Customer's data and the details of Customer's computer operations and shall include SunGard's Proprietary Items. Confidential Information shall include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the parties hereto or the identity of the products licensed under a Software Schedule.

(d) "Concurrent User" means the highest total number of users making simultaneous use of the Software at any time during a calendar year period, whether use is via modem, direct connection, LAN connection, or via the Web.

(e) "Copy" means any paper, disk, tape, film, memory device, or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) "Documentation" means technical manuals, training manuals, user guides, and workbooks provided by SunGard to assist Customer with the use of Software.

(g) "Execution Date" means the latest date shown on the signature line of this Agreement.

(h) "Export Laws" means all laws, administrative regulations, and executive orders of any Applicable Jurisdiction relating to the control of imports and exports of commodities and technical data, software and related property, use or remote use of software and related property, or registration of this Agreement, including the Export Administration Regulations of the U.S. Department of Commerce, and the International Traffic in Arms Regulations of the U.S. Department of State.

(i) "Applicable Jurisdiction" means the U.S., and any other jurisdiction where any Proprietary Items will be located or from where any Proprietary Items will be accessed under this Agreement.

(j) "including" means including but not limited to.

(k) "Latest Software Update" means those Software Updates which SunGard has made generally available to it's Customer's within the preceding twelve months.

(k) "New Module" means a set of functionality available to be licensed to Customer by SunGard which was not previously licensed to Customer.

-1-

(l)   "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, cooperative, trust, estate, government, governmental agency, regulatory authority, or other entity of any nature.

(m)   "Proprietary Items" means, collectively, the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Software or Documentation, all derivative works based upon any of the foregoing, and all copies of the foregoing.

(n)   "Software Update" means Software modifications, revisions and updates to the Software which SunGard, in its sole discretion, incorporates into the Software as a Software Update per Schedule E as part of Annual Support Agreement.

2.   LIMITED LICENSE

2.1   **Grant.** SunGard grants to Customer a non-transferable, non-exclusive, limited-scope, license to use SunGard's proprietary application software identified in Schedule A of this Agreement, known as IFAS, hereinafter referred to as ("Software"). SunGard further grants the right to use the documentation associated to the Software, hereinafter referred to as ("Documentation"), as the Software and Documentation may be modified, revised and updated in accordance with this Agreement.

2.2   **Scope.** Customer may use the Software as provided in this Agreement, only in the ordinary course of its own business operations and for its own business purposes and within the limitations identified in Schedule C. Customer may copy and use the Software for inactive back-up or archival purposes, for disaster recovery purposes and for parallel testing. Customer may copy the Documentation to the extent reasonably necessary for use of the Software under the terms of this Agreement.

2.3   **Source Code.** Customer shall receive one copy of the source code which shall reside with the Customer for the Term of this Agreement for the sole purpose of aiding SunGard in performing its maintenance and support obligations as set forth herein. Customer is strictly prohibited from copying, distributing, modifying or using the source code for any purpose.

3.   SOFTWARE ACCEPTANCE

3.1   **Acceptance.** SunGard shall give written notice to Customer certifying that installation of the Software at the Initial Installation Site(s) is completed. Customer shall be deemed to have accepted the Software thirty (30) days after receiving SunGard's notice, unless during that period, the Software fails to perform in accordance with the Documentation in some material respect that precludes acceptance of the Software by Customer, and, by the end of that thirty (30) day period, Customer gives written notice of non-acceptance to SunGard describing the material failure in reasonable detail and explaining why the failure precludes acceptance of the Software by Customer. If Customer gives a proper notice of non-acceptance to SunGard, then:

-2-

(a) SunGard shall investigate the reported failure. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate the failure and to assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure.

(b) If there was no material failure to perform or the failure to perform was not attributable to a defect in the Software or an act or omission of SunGard, then SunGard shall give written notice to Customer explaining its determination in reasonable detail, and Customer shall be deemed to have accepted the Software as of the date of SunGard's notice. In the event SunGard determines, that the reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at the then current professional service rates in effect.

(c) If there was a material failure to perform that was attributable to a defect in the Software or an act or omission of SunGard, and if SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the Software and Documentation and any other items delivered to Customer by SunGard, and SunGard shall then refund to Customer the license fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day acceptance period shall begin in accordance with this Section 3.1.

4. WARRANTIES AND LIMITATIONS

4.1. Performance. SunGard warrants to Customer that the Software will perform as described in the Documentation in all material respects for a period of one year from the date of initial installation.

4.2. Right to License; No Infringement. SunGard warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States patent, copyright, trade secret or other proprietary right of any person. SunGard shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. SunGard shall have no liability or obligation under this Section 4.2 unless Customer gives written notice to SunGard promptly (within ten (10) days, provided that later notice shall relieve SunGard of its liability under this Section 4.2 only to the extent that SunGard is prejudiced by such later notice) after any applicable infringement claim is initiated against Customer and allows SunGard to have sole control of the defense or settlement of the claim. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, then SunGard shall have the option, at its expense, to:

(a) modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the infringing part of the Software or Documentation; or

(c) remove all or the infringing part of the Software or Documentation, and refund to Customer the corresponding portion of the initial license fee paid by Customer to SunGard under Schedule B.

4.3. **Customer Infringement.** Customer warrants to SunGard that Customer has the full legal right to grant to SunGard the right to use the ideas, methods, formulae, concepts, designs, plans, specifications and other materials provided by or on behalf of Customer for use in developing and/or incorporated into the Software or the Documentation ("Customer Material") and that the Customer Material does not infringe upon any United States patent, copyright, trade secret or other proprietary right of any Person. Customer shall indemnify and defend SunGard against any third party claim to the extent attributable to a violation of the foregoing warranty or any third party infringement of a United States patent, copyright, trade secret or other proprietary right of any Person to the extent resulting from a modification of the Software or Documentation by Customer or any third party which gains access to the Proprietary Items of SunGard through Customer.

4.4. **Exclusion for Unauthorized Actions.** SunGard shall have no liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with other software, any use of any version of the Software other than the Latest Software Update that is then generally available to SunGard's customer base, or any breach of this Agreement by Customer.

4.5. **Force Majeure.** Except with respect to breach of confidentiality and except with respect to Customer's payment obligations hereunder, neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTY OF TITLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT.

4.7. **Limitation of Liability.**

(a) EXCEPT FOR INDEMNIFICATION UNDER SECTION 4.2, SUNGARD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO

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CIRCUMSTANCES EXCEED THE INITIAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS AGREEMENT.

(b) UNDER NO CIRCUMSTANCES SHALL SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE.

(c) CUSTOMER AND SUNGARD HAVE FREELY AND OPENLY NEGOTIATED THIS AGREEMENT INCLUDING THE PRICING TERMS IN THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

4.8. **Other Limitations.** The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its affiliates, its customers or any other persons. Under no circumstances shall any other person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement. Customer shall have no rights or remedies against SunGard except as specifically provided in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim.

5. CONFIDENTIALITY, OWNERSHIP AND RESTRICTIVE COVENANT

5.1. **Disclosure Restrictions.** All Confidential Information as defined in Section 1, of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. One party's Confidential Information shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement, or except as required by law, provided that the other party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees whose responsibilities require such use or access. The Receiving Party shall advise all such employees, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees or any other person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party.

5.2. **SunGard's Proprietary Items, Ownership Rights.** The Proprietary Items, as defined in Section 1, are trade secrets and proprietary property of SunGard, having great commercial value to SunGard. All Proprietary Items provided to Customer under this Agreement are being provided on a strictly confidential and limited use basis. Customer shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any person, or permit any person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall

remain exclusively with SunGard, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Customer by virtue of this Agreement. All copies of Proprietary Items in Customer's possession shall remain the exclusive property of SunGard and shall be deemed to be on loan to Customer during the term of this Agreement.

5.3. **Proprietary Restrictions.** Customer shall not do, attempt to do, nor permit any other person to do, any of the following:

(a) use any Proprietary Item for any purpose, or in any manner not specifically authorized by this Agreement; or

(b) make or retain any copy of any Proprietary Item except as specifically authorized by this Agreement; or

(c) create or recreate the source code for the Software, or re-engineer, reverse engineer, decompile or disassemble the Software; or

(d) modify, adapt, translate or create derivative works based upon the Software or Documentation, or combine or merge any part of the Software or Documentation with or into any other software or documentation; or

(e) refer to or otherwise use any Proprietary Item as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Software to compete with SunGard; or

(f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any copy of any Proprietary Item made by Customer; or

(g) sell, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item, whether on Customer's behalf or otherwise.

5.4. **Notice and Remedy of Breaches.** Each party shall promptly give written notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.5. **Enforcement.** Each party acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the other's legitimate business interests. Each party acknowledges that any breach of any of the provisions of this Section 5 shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action which a party or any other person may have against the other shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 5.

5.6. **Dispute Resolution Language**

(a) Either party may, upon notice to the other party, declare a dispute. Within ten (10) days after a dispute is declared, senior management of the parties not involved in day to day operations related to this Agreement shall meet and attempt to resolve the dispute. If, after using diligent efforts, the parties are unable to resolve the dispute within ten (10) days, either party, upon notice to the other party, may declare an impasse.

(b) Arbitration. Ten (10) days after declaration of an impasse, either party may file a demand for arbitration under the rules then prevailing of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided, that if the parties cannot agree on the choice of arbitrator within ten (10) days after the first party seeking arbitration has given written notice, then the arbitration shall be heard by three (3) arbitrators, one chosen by each party, and the third chosen by those two arbitrators. A hearing on the merits of all claims for which arbitration is sought by either party shall be commenced not later than sixty (60) days from the date demand for arbitration is made by the first party seeking arbitration. The arbitrator (s) must render a decision within ten (10) days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and judgement thereon may be entered in any court of competent jurisdiction.

(c) Applicable Law. The arbitration shall be governed by the United States Arbitration Act. The arbitrators shall apply the substantive law of the State of California. The arbitrators shall have the authority to grant any legal remedy available had the parties submitted the dispute to a judicial proceeding.

(d) Situs. If arbitration is required to resolve any disputes between the parties, the proceedings to resolve the dispute shall be held in a neutral County in California.

(e) This provision shall not be construed to prevent a party from instituting and a party is authorized to institute formal proceedings to avoid the expiration of any applicable limitation periods.

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6. TERMINATION

6.1. **Termination by Customer.** Customer may immediately terminate this Agreement, by giving written notice of termination to SunGard, upon the occurrence of any of the following events:

(a) SunGard breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (or such other time period as may be reasonable under the circumstances) after Customer gives written notice to SunGard describing the breach in reasonable detail.

(b) SunGard (or a surviving company in the event of a merger or sale of SunGard) dissolves or liquidates or otherwise discontinues substantially all of its business operations. Notwithstanding the foregoing, SunGard reserves the right to ___ outsource professional services which will not be deemed grounds for Customer termination hereunder.

6.2. **Termination by SunGard.** SunGard may immediately terminate this Agreement, by giving written notice of termination to Customer, upon the occurrence of any of the following events:

(a) Customer fails to pay to SunGard, within thirty (30) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a good faith dispute.

(b) Customer breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (or such other time period as may be reasonable) after SunGard gives written notice to Customer describing the breach in reasonable detail.

(c) Customer dissolves or liquidates or otherwise discontinues substantially all of its business operations.

6.3. **Certain Remedies for Nonpayment.** If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a good faith dispute in addition to all other rights and remedies which SunGard may have at law or in equity, SunGard may, in its sole discretion and without further notice to Customer, suspend performance or revoke the License granted under this Agreement until all past due amounts are paid in full.

6.4. **Effect of Termination.** Upon a termination of this Agreement, whether under this Section 6 or otherwise, Customer shall: (a) discontinue all use of all Software and Documentation, (b) promptly return to SunGard all copies of the Software, the Documentation and any other Proprietary Items then in Customer's possession, and (c) give written notice to SunGard certifying that all copies of the Software have been permanently deleted from its computers. Customer shall remain liable for all payments due to SunGard with respect to the period ending on the date of termination. The provisions of Schedule B, and Sections 4 (excluding 4.1), 5, and 7 shall survive any termination of this Agreement, whether under this Section 6 or otherwise.

7. **GENERAL PROVISIONS**

7.1. **Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class certified air mail, or the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, provided that a signed written original is sent by one of the foregoing methods within twenty-four (24) hours thereafter. Customer's address for notices is 1025 2nd Ave, Oakland, CA 94606, attention Phil White. SunGard's address for notices is SunGard Software Inc., 890 Fortress Street, Chico, CA 95973, Attention: Vice President of Finance. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

7.2. **Parties in Interest.**

(a) This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, to the extent permitted hereby, their respective successors and assigns.

(b) Neither party shall assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except that such other party's consent shall not be required in the case of an assignment to a purchaser of or successor to substantially all of such party's business or to an affiliate of such party, provided that the scope of any license granted hereunder does not change and the assignor guarantees the obligations of the assignee. Any assignment by a party in breach of this Section shall be void.

(c) Any express assignment of this Agreement, any change in control of Customer, any acquisition of additional business by Customer shall constitute an assignment of this Agreement by Customer for purposes of this Section 7.2 ("Customer Assignment"). Customer shall give written notice to SunGard thirty (30) days prior to an Assignment certifying the expected use of the Software to process any additional business related to such Customer Assignment ("Additional Business"). If any Customer Assignment occurs, Customer may continue to process the business to the extent it existed prior to any such Customer Assignment, but Customer may not use the Software to process any Additional Business until and unless Customer has paid SunGard an Additional Business fee, to be mutually agreed to, and any use to process any Additional Business prior to the payment of such fee shall be deemed a material breach of this Agreement. Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying the actual use of the Software to process any Additional Business.

7.3. **Export Laws and Use Outside of the United States.** Customer shall comply with the Export Laws. Customer shall not export or re-export directly or indirectly (including via remote access) any part of the Software or Confidential Information to any country to which a license is required under the Export Laws without first obtaining a license.

7.4. **Relationship.** The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint ventures or agents.

7.5. **Entire Understanding.** This Agreement, which includes and incorporates the Schedules referred to herein, states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer.

7.6. **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

7.7. **Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.

7.8. **Headings.** Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

7.9. **Construction of Agreement.** The terms and conditions of this Agreement are the result of negotiations between the parties. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement.

7.10. **Personnel.** Neither party shall, directly or through one or more subsidiaries or other controlled entities, hire or offer to hire any programmer, trainer, or member of a data processing, customer support or conversion team of the other at any time when such person is employed or engaged by such party or during the six (6) months after such employment or engagement ends. For purposes of this provision, "hire" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

7.11. **Jurisdiction and Process.** In any action relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of California, (b) each of the parties irrevocably waives the right to trial by jury, (c) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice in accordance with Section 7.1, and (d) the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

7.12. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF STATE OF CALIFORNIA, EXCLUDING CHOICE OF LAW.

7.13. **Piggy Back Clause.** Whereas Customer has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement; therefore this Agreement may serve as the basis for similar Agreements whereby other governmental entities may contract separately with SunGard.

SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

SUMMARY PAGE

One-Time Fees	License Fees	Service Fees	Total Amount
IPAS Application Software	$470,928		$470,928
Third Party Software	Included in ASP	Included in ASP	Included in ASP
Standard Training, Data Conversion, Task Hours and Forms		286,200	286,200
SunGard BI-Tech – Custom Project Services		651,850	651,850
Schafer and Associates – Custom Project Services (M/WBE)		97,500	97,500
ABKO Consulting – Custom Project Services (Local DBB Vendor)		116,250	116,250
Total One-Time Fees	$470,928	$1,151,800	$1,622,728

Recurring Fees (Annual Support / Maintenance Fees)	Fees/Year 2007
IPAS Application Software	$108,121
Third Party Software	Included in ASP
Total Recurring Fees	$108,121

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SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

LICENSE FEES, TRAINING AND CONVERSION

200 Concurrent User License

P h a s e	IFAS Module Pricing (Integrated Finance & Administrative Modules)	License Fee	First Year Support Fee	Training & Conversion Subtotal	Total Fees	Distance Learning	Class Hours @ SunGard	Class Hours @ Client	Conversion Hours	Task Hours	Total Hours
1	General Ledger	$68,306	$12,295	$36,000	$116,601	64	32	40	64	40	240
1	NUCLEUS Security	9,758	1,756	4,800	16,314	8	0	24	0	0	32
1	Accounts Payable/Encumbrance	17,564	3,162	13,500	34,226	24	6	4	56	0	90
1	Accounts Receivable/Cash Receipts	17,564	3,162	9,600	30,326	16	4	4	40	0	64
1	Bank Reconciliation	9,758	1,756	10,800	22,314	8	0	16	16	32	72
1	Person/Entity Database (Vendor Database)	9,758	1,756	8,700	20,214	16	6	4	32	0	58
1	Job/Project Ledger	31,714	5,709	4,800	42,223	16	8	8	0	0	32
1	Budget Item Detail	16,296	2,933	4,800	24,029	0	0	16	16	0	32
1	Purchasing	25,273	4,549	13,500	43,322	24	6	4	56	0	90
1	Fixed Assets	15,906	2,863	5,400	24,169	16	0	0	20	0	36
1	Stores Inventory (Warehouse)	31,714	5,709	12,000	49,423	32	0	0	32	16	80
1	Click, Drag, & Drill (Report Writer)	24,395	4,391	9,600	38,386	0	32	32	0	0	64
1	Easy Laser Forms (ELF)	7,319	1,317	7,200	15,836	0	0	0	0	48	48
1	Graphical User Interface	41,959	7,553	3,600	53,112	0	0	24	0	0	24
2	Payroll (includes web-based timecards)	42,447	7,640	36,750	86,837	133	24	24	48	24	245
2	Human Resources and Position Control	42,447	7,640	34,950	85,037	85	24	24	80	20	233
2	Position Budgeting	12,602	2,160	14,400	28,362	0	0	72	0	24	96
1	Project Allocation	25,273	4,549	7,200	37,022	0	0	48	0	0	48
3	Contract Management	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Bid & Quote Management	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Employee Online	20,492	3,689	12,600	36,781	0	0	32	0	32	84
3	Applicant Online	20,492	3,689	0	24,181	0	0	0	0	0	0
3	Grants Management	20,549	3,699	8,400	32,648	0	0	56	0	0	56
3	Work Order Management	21,956	3,952	3,600	29,508	0	0	24	0	0	24
1	CDD.Net (web-based reporting)	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Image Enabler (ICR not included)	Included	2,163	6,000	8,163	0	0	40	0	0	40
1	Workflow Engine	Included	Included	6,000	6,000	0	0	40	0	0	40
2	Substitute Time Module	3,000	1,440	4,800	14,240	0	0	32	0	0	32
Subtotal		$588,660	$108,131	$286,800	$983,981	442	142	616	452	256	1,908
Educational / AEP Discount (20%)		-117,732			-117,732						
Net Total		$470,928	$108,121	$286,800	$865,249						

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SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

CUSTOM PROFESSIONAL SERVICES

SUNGARD BI-TECH - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	M/WBE Vendor
Account Manager @ SunGard BI-Tech	N/A	Fixed Fee	10,000	
On-Site Accounting Consultant	150	500	75,000	
On-Site Financial/Disbursements Consultant #1	150	800	120,000	
HR / Payroll Consultant(s)	150	1920	288,000	
Reporting Consultant (custom report development)	150	160	24,000	
Interface Development (Estimated)	150	200	30,000	
Software Installation & Technical Training / System Level Setup	150	88	13,200	
Undefined Special Needs Consulting	150	200	30,000	
Live Assistance and Post-Implementation Support	150	175	26,250	
Potential Software Modifications (Estimated)	150	236	35,400	
Total SunGard BI-Tech - Custom Project Services		4,279	651,850	

SCHAFER AND ASSOCIATES - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	M/WBE Vendor
On-Site Financial/Disbursements Consultant #2	150	350	52,500	Y
End-User Training Assistance	150	300	45,000	Y
Total Schafer and Associates - Custom Project Services		650	$97,500	

AEKO - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	Local M/DBE Vendor
Custom Documentation/Procedures Development	150	225	33,750	Y
Report Development / Workflow Evaluation	150	250	37,500	Y
End-User Training Assistance / Post Live Assistance	150	300	45,000	Y
Total AEKO - Custom Project Services		775	$116,250	

B-1. PAYMENT SCHEDULE

B-1.1. Due upon execution of the IFAS Software License Agreement and the delivery of the Software and reference manuals.

30% of all applicable IFAS License Fees	$ 141,278.40
100% of Fixed Fee Services for Account Management	10,000.00

If applicable, 100% of the sales/use tax due on the taxable amount for the entire Agreement.

B-1.2. Due on November 1, 2001

40% of all applicable IFAS License Fees	$ 188,371.20
100% IFAS Maintenance	108,121.00

B-1.3 Due on December 31, 2001

30% of all applicable IFAS License Fees	$ 141,278.40

B-1.4 Due monthly as services are performed.

100% of Professional Service Fees (excluding Fixed Fee Services)	$ 1,141,800.00

B-2. PAYMENT TERMS

B-2.1 License Fees. Customer shall pay to SunGard license fees in the amount stated in Schedule A, in accordance with the Payment Schedule and Terms stated herein.

B-2.2 Annual Support Agreement. Upon the initial Software installation, Customer shall pay annual Software support fees (as described in Schedule E herein) in the amount stated on Schedule A (which fees shall not be reduced or increased based on the extent of use or lack of use of any module) as increased from year to year as follows: Support fees will be subject to increase annually in accordance with the increases in the percentage of the San Francisco Regional Office CPI Adjustment published by the U.S. Department of Labor and Statistics with the prior year as the baseline plus two percent (2%).

B-2.3 Professional Services.

(a)   Fixed Fee Services for Account Management as per D-3.1(e). SunGard's Account Manager services shall be provided by SunGard on a one-time fee basis and not on a charge-by-the-hour basis. Payment of the one-time Account Manager fee shall be paid as provided in B-1.1.

(b)   Other Professional Services. SunGard will deliver those services identified in Schedule A and further described in Schedule D. If the Customer desires services from SunGard or its Subcontractors, which are not identified in Schedules A or D, then the Customer shall have the option of purchasing additional services from SunGard at SunGard's professional services fee rates which are in effect at that time. Professional services shall be invoiced monthly as services are rendered.

B-2.4. **Expense Reimbursements.** Whenever any services are provided by SunGard or its Subcontractors at a Customer location or any other location requested by Customer other than one of SunGard's locations, Customer shall reimburse SunGard for its reasonable travel (including travel from origination points other than SunGard's headquarters location), lodging, meal and related expenses incurred by SunGard personnel in providing such services. Airfares shall be coach or economy. Meals (including tips) will average no more than $35.00 per day. Ground transportation may include rental cars (intermediate or economy), bus, taxi/shuttle (including tips) and/or personal car mileage (at current IRS rate). Lodging arrangements will be made with safety, cost, proximity to the Customer, and reputation of the facility in mind. Items of a personal nature will not be charged to the Customer, such as, but not limited to; alcoholic beverages, medications, personal entertainment, health club facilities, spouse/companion travel, traffic violations, and telephone calls not related to the Customer.

The Customer will be provided with a copy of the Traveler's expense report; however copies of receipts will not be provided without an additional handling charge.

B-2.5. **Additional Concurrent Users.** If Customer elects to increase the number of Concurrent Users of the Software, then Customer shall pay to SunGard the then current rates in effect for such additional Software use and the associated software support.

B-2.6. **Taxes.** The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to Customer, the license granted under this Agreement or the services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse SunGard for any such taxes payable or collectable by SunGard.

B-2.7. **Amounts Due.** Initial payments under this Agreement are due as per this Schedule B Section B-1. Future annual maintenance fees shall be invoiced by SunGard annually in advance. All other fees and all expense reimbursements shall be invoiced by SunGard as and when incurred. Customer's payments shall be due within thirty (30) days after receipt of invoice. Interest at the rate of eighteen percent (18%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue on any undisputed amount not paid by Customer to SunGard when due under this Agreement, and shall be payable by Customer to SunGard on demand. Interest on amounts, which are in dispute, shall be suspended until the issue in dispute is resolved as per Section 5.6 of this Agreement. Except as provided in Section 4.2(e), all fees and other amounts paid by Customer under this Agreement are non-refundable, including license fees paid for third party products.

SCHEDULE C
TO SOFTWARE LICENSE AGREEMENT
Scope of Software Use, Limitations, and Notices

C-1. **LIMITED CONCURRENT USERS**
Software use is limited by the number of Concurrent Users named in Schedule A and defined in Section 1, as amended from time to time.

C-2. **LIMITED TO CUSTOMER'S OWN USE**
The Software licensed under this Agreement is for use by the Customer on the Customer's computers for its own internal processing. Customer shall not use the Software to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise.

C-3. **TERM OF SOFTWARE LICENSE**

The Software License granted herein shall continue from year to year so long as Customer is paying Annual Support fees as per Schedule B.

C-4. **NOTICES AND CERTIFICATIONS**
Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying that Customer has complied and is then in compliance with the Software Use Limitations of this Agreement. Customer shall give written notice to SunGard (and pay added user fees as applicable) if Customer exceeds the authorized number of Concurrent Users.

(a) SunGard may, at its expense and by giving reasonable advance written notice to Customer, enter Customer locations during normal business hours and audit the number of Concurrent Users of the Software, and other information pertaining to Customer's compliance with the provisions of Section 2 and Section 5 and this Schedule C. If SunGard discovers that there is an unauthorized number of Concurrent Users or that Customer is not in compliance with the provisions of Sections 2 and 5 and Schedule C in any material respect, then Customer shall reimburse SunGard for the expenses incurred by SunGard in conducting the audit.

(b) If the Customer violates the terms of Section 2 or Section 5 or this Schedule C, SunGard shall have the right, in addition to any other remedies available to them, to injunctive relief enjoining use of the Software and termination of this Agreement.

C-5. **CUSTOMER INITIATED PROCUREMENT**
Should the Customer enter a new procurement cycle, which requires a proposal and/or demonstration of Software licensed by this Agreement, Customer agrees to pay re-licensing fees if Customer's evaluation results in the continuing use of Software.

SCHEDULE D
TO SOFTWARE LICENSE AGREEMENT
Timeline, Scope of Work, and Specific Obligations

D-1 TIMELINE

Both SunGard and the Customer will participate in the creation of a detailed implementation plan during the first eight weeks after the execution of this Agreement. This jointly created implementation timeline shall establish goal dates for live use of the Software and the staff resources to be provided by Customer and SunGard. The Parties acknowledge that substantial implementation effort from Customer and from SunGard are required to complete the implementation. The quantity of implementation staff resources provided by SunGard are dependent upon the amount of staff resources provided by Customer. To assist with this implementation, SunGard will provide Professional Services beyond those listed in Schedule A at a fixed rate of $150.00 per hour (excluding Project Management services) and $188.00 per hour for Project Management services, for the first 18 months after the execution of this Agreement.

D-2 SCOPE OF WORK (General Obligations)

The implementation of Software is to be completed by shared effort from SunGard and from the Customer, which includes but is not limited to the following:

D-2.1. SunGard's primary roles are to:

    (a)   Provide the Software and install the Software on the Customer's computer server;

    (b)   To provide data conversion programming as identified in Schedule A (no programming for software modification is included);

    (c)   To provide consulting and training services as identified in Schedule A to assist the Customer in its configuration and use of the Software;

    (d)   Provide on-going Issue Resolution and Software Update Support as per Schedule E.

D-2.2. The Customer's primary roles are to:

    (a)   Provide the infrastructure to support the Software (e.g. Client PCs and Network);

    (b)   Provide specifications to enable SunGard to fulfill its duties for data conversion programming, or consulting support identified in Schedule A;

    (c)   Provide adequate training facilities during the implementation;

    (d)   Configure the Software to the Customer's own specification;

    (e)   Test the Software configuration for accuracy;

    (f)   Operate the Software for its own business practices within the parameters of this Agreement.

D-3. SCOPE OF WORK (Specific Obligations)

D-3.1. SunGard's Specific Obligations.

    (a)   Delivery of Software and Services. SunGard shall deliver the Software and Documentation, and the Customer shall accept such delivery, FOB shipping point, within thirty (30) days of the execution of this Agreement.

    (b)   Software Installation. SunGard will provide installation of the Software on the Customer's ASP UNIX Server located at SunGard's facility in Chico, CA. SunGard will install Software, including Third Party software listed on Schedule A on one UNIX server, one NT server, and two client PCs. The Customer will do Software installation on other PCs.

(c)   Training and Consulting.

1.   Distance Learning. SunGard will deliver training and consulting by Distance Learning, or by classes held at SunGard (Class Hours) or by consulting at the Customer's location (On-Site Hours). Schedule A identifies the allocation of training and consulting among the three delivery methods. Schedule A also identifies the Conversion Hours, and Task Hours which are included in this Agreement.

Distance Learning sessions shall be delivered remotely via teleconferencing. Each Distance Learning session shall consist of a two (2) hour remote training (plus approximately 45 minutes set-up/follow-up) beginning with a call from the Customer. Classes held at SunGard (except the Accounting Consultation and the Payroll/Human Resource Overview) are limited to three attendees. Additional students may attend classes at SunGard on a space-available basis at the then current training rate. Students from at least two other customers will be present in class at SunGard. Classes held at Customer's location should be limited to 10 students, and each should have a training workstation.

2.   Training Through Certified Subcontractors. SunGard, at its option may provide training or consulting personnel through certified sub-contractors. SunGard will assume responsibility to assure the same level of competency is available to Customer whether training or consulting is provided by SunGard or by a certified sub-contractor. If Customer is not satisfied with the technical competence of SunGard's assigned trainers, they may request a different trainer.

3.   The allocation of training between Distance Learning, Training at SunGard, Task Hours, and Training at the Customer location may be adjusted from one category to another, by SunGard as may be in the best interest of a successful implementation.

(d)   The initial implementation includes only those services listed in Schedule A. If software modifications or other direct labor outside the scope of Schedule A are needed they shall be provided at SunGard's rates then in effect. However, the Agreement does include SunGard services to develop two report definition files: one for the Balance Sheet and one for the Income Statement. The allocation of time to provide forms for purchasing, accounts payable, payroll, cash receipts, and accounts receivable assumes that the forms used will be standard forms selected from SunGard's standard book of forms.

(e)   Account Management. An Account Manager stationed at SunGard shall be assigned to coordinate all SunGard related implementation activities.

(f)   Consulting and Other Services. At Customer's reasonable request and subject to the availability of SunGard's personnel, SunGard shall provide to Customer consulting services, custom modification programming, support services relating to custom modifications, assistance with data transfers, system restarts and re-installations, and other specialized support services with respect to the Software. These services shall be provided by SunGard at SunGard or at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary. Such services shall be offered at the then current professional services rates in effect.

D-3.2. Customer's Specific Obligations

(a) Procurement of Hardware. Customer intends to contract with SunGard for ASP Services (Application Hosting Services). If Customer does not contract with SunGard for ASP Services, then Customer shall be responsible, at its expense, for procuring and maintaining adequate hardware and system software and for updating the hardware and system software as may be needed from time to time.

(b) Access to Facilities and Employees. Customer shall provide to SunGard access to Customer's equipment and employees, and shall otherwise cooperate with SunGard, as reasonably necessary for SunGard to perform its installation, training, support and other obligations under this Agreement. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to (a) implement the Software, (b) be trained in the use of the Software and (c) begin using the Software in production on a timely basis as contemplated by this Agreement.

(c) Customer Staff Roles and Responsibilities. Customer will provide competent staff as identified by the titles below:

1. Project Manager
2. Accountant—General Ledger
3. Accountant—Subsystems
4. Payroll Specialist
5. HR Specialist
6. Programmer/Analyst—Specifications for conversion
7. Network Administrator—Network Management
8. Data Entry—for historical data not programmatically converted.

Primary tasks for that Customer staff identified in this Section are listed below:

1. Manage installation and operation of hardware and network
2. Perform third party software and SunGard provided Software configuration
3. Document software configuration
4. Test software configuration
5. Provide written specifications (e.g. Data Conversion, etc.)
6. Provide flat files of any data to be converted by SunGard
7. Validate and test any converted data
8. Core implementation team to become functional experts
9. Core implementation team to train all end users
10. Test all system processing before live operation

(d) Customer Facility. Customer shall provide a suitable training environment for system training classes held at Customer's location including Distance Learning training. Customer shall provide an Internet connection (at least 128 kilobytes of bandwidth) and a conference phone which will be dedicated to Distance Learning.

E-1. CUSTOMER ASSISTANCE

E-1.1. **Remote Assistance.** SunGard shall provide to Customer, from 5a.m. to 5p.m. PT, Monday through Friday (SunGard Holidays excepted), telephone, fax, and e-mail supported assistance regarding Customer's authorized use of the Latest Software Update. Customer agrees to attempt to locate information provided in Documentation prior to use of Remote Assistance. In addition, SunGard shall provide self service-based assistance via SunGard's Technical Support Web Page.

E-1.2. **Resolution Assistance.** Customer shall provide to SunGard reasonably detailed documentation and explanation of issues to be resolved, together with underlying data, to substantiate any problem or failure and to assist SunGard in its efforts to diagnose, reproduce and correct the problem or failure.

E-1.3. **Non Software Assistance.** Non Software Assistance requests (e.g. requests for assistance with hardware, operating systems, database management systems, networks, printer configuration, etc.) are outside the scope of this Annual Support Agreement. However, at Customer's request, Non Software Assistance may be provided on a time and materials basis, as available, at the sole discretion of SunGard.

E-2. SOFTWARE UPDATES

E-2.1. **Software Updates.** SunGard shall provide to the Customer Software Updates for UNIX server based Software via Hassle Free Support™ (HFS). HFS means that SunGard will log-on to Customer's designated UNIX server, with authorization from Customer, and load the UNIX server-based Software Update into a single Account for the Customer. If Customer utilizes SunGard's ASP Service, then SunGard will log-on to Customer's ASP Server, with authorization from Customer, and load the UNIX server-based Software Update into two Accounts (Production Account and Test Account) for the Customer. HFS is strictly Internet delivered. Therefore, the exchange of magnetic/optical media for UNIX server-based Software Updates is not available. If SunGard, in its sole discretion, determines that delivery of the UNIX server based Software Update via Internet is not practical, then Customer will receive magnetic/optical media along with instructions on assisting SunGard in applying the UNIX server based Software Update. For Software Updates for Windows™ based Software, media will be sent to Customer, including Customer loading instructions. Software Updates shall be accompanied by updates to the Documentation on optical media whenever SunGard determines, in its sole discretion, that such updates are necessary. Customer agrees to accept Software Updates as they become available and to remain current on the Latest Software Update. In addition, between Software Updates, service packs may be available for Customer download and installation. For those Customer's that choose not to utilize the HFS method of Software Update delivery; the Software Updates are available for download by the Customer from SunGard's FTP site.

E-2.2. From time to time new optional features may be added to the Software as a result of a Software Update. Optional features may require the use of third party software or hardware. Customer shall have the option to procure or not to procure such third party products to enable such optional features.

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E-2.3. The Customer agrees to maintain, for the duration of this Agreement, an Internet connection (consisting of FTP and TELNET allowing SunGard access to Customer's server system) to facilitate Software Updates and remote support of the UNIX server based Software and to maintain remote control software (as specified by SunGard) to support the Windows™ based Software. Security will be based upon SunGard's unique IP address. If, after a good faith effort, Customer cannot maintain an Internet connection, then SunGard will provide Software Updates to Customer on magnetic/optical media. Customer agrees to maintain at least a 33600 baud modem connection and to make available competent personnel to assist SunGard in transferring the Software Updates to the server. Customer assistance may be required during non-standard work hours, such as evenings, weekends and/or holidays. A nominal handling charge will apply to cover the cost of the media and shipping charges.

E-2.5. SunGard shall provide Customer with Software Updates to maintain the compatibility of the Software with new releases of the operating system under which the Software is licensed.

E-2.6. This Agreement specifically does not include any custom modifications to the Software.

E-2.7. Any modifications not made by SunGard, and the results caused thereby to the Software shall be the sole responsibility of the Customer.

E-2.8. SunGard will use commercially reasonable efforts to provide Software Updates to cause the Software to continue to conform to GASB and GAAP requirements, and to maintain accurate Federal and State payroll tax tables (as published by the taxing authorities) and their related calculation processes. In the event that original programming is required to meet any other mandated Software change (including State, Federal, or Local mandated changes), the development costs will be borne by all Customers who utilize that Software change.

APPLICATION SOFTWARE MAINTENANCE AND SUPPORT SERVICES

SunGard K-12 Education's Application Software Maintenance and Support Services provide you with the comprehensive support services to meet your ongoing needs as you use our application software. Under the terms of our Maintenance and Support Agreement, the following services are provided:

- Customer Support Center
- Customer Relationship Management
- Enhancements To The Software
- Customer Web Site
- Sharing User Community

CUSTOMER SUPPORT CENTER

Our success as an organization is dependent on how well our support staff services our customers every day – taking care of our customers is the most important thing we do. We work diligently to provide talented staff that are knowledgeable in the applications, strong communicators, empathetic to our customers' needs and experienced in school district operations. The tenure of our support staff is over 10 years, and a number of our staff has previous experience working in a school district. We are committed to partnering with you over the long term to ensure that your organization meets the goals and expectations that come with the implementation of our solution.

- **Hours of Service**

  Application software support is available 8:00 am to 5:00 pm customer local time, Monday through Friday, excluding holidays, to respond to any question or problem you may have with the use of our products. Service needs outside of our normal business hours can be arranged in advance for a nominal fee.

- **Customer Support Case Tracking**

  All customer support inquiries are recorded and managed in a customer relationship management (CRM) system. Support cases can be initiated by calling our toll free telephone number or entering the case via our support Internet portal at https://support.sungardps.com/k12. SunGard K-12 Education's online case tracking system allows a collaborative environment for problem solving, and all communication between you and our support staff is available on-line, real time. Besides being a powerful tool for tracking support requests, the system includes a full-featured knowledge base to assist you and our support staff in finding answers to your questions quickly. These tools have proved invaluable in enhancing service levels, measuring service quality, and improving customer satisfaction.

- **Response Times/Priorities**

  When a support case is initiated, we establish, along with the customer, the priority of the case. Priority levels define the severity level and impact a problem has on the customers' operations. This enables us to be sure we are addressing your needs in the proper sequence.

- **On-Line Problem Diagnosis**

  Our support staff utilizes diagnostic tools that enable remote system access to aid in problem resolution. Our staff can immediately see exactly what you are seeing such as data, reports, error messages, etc. and can bring this information back to our data center as necessary to facilitate problem resolution. We are in the process of implementing a new connectivity tool, SecureLink, which will provide improved security and connection reliability. This tool meets the rigorous SAS70 audit requirements. More information at http://www.securelink.com/.

- **Users/Client Access to Support**

  It's important to balance the need for customer staff to access our support staff with the need to coordinate issue resolution between our organizations. For security audit reasons, we ask that you identify a few key contact names that can contact our staff for issue resolution. We want to ensure that we are providing support services to individuals that you have authorized to represent your organization.

CUSTOMER RELATIONSHIP MANAGEMENT

Your Customer Relationship Manager is your main contact for our ongoing relationship. Customer Relationship Managers are responsible for helping all clients achieve excellence in their use of the PLUS 360 application software solutions. Customer Relationship Managers contact each client on a regular basis with the following goals:

- Consistently measure the satisfaction level of all clients.
- Provide regular and personal communication to all clients.
- Help clients to improve the usefulness of the PLUS 360 solutions at their sites.
- Coordinate additional product sales, training and professional services.

The purpose of the Customer Relationship Manager is to build positive relationships and enhance client satisfaction through on-going communication with our clients and SunGard employees. The Customer Relationship Managers explore viable solutions for user issues, facilitate client awareness of services, products and new technologies, and bring client issues forward to management for consideration in resource re-allocation.

ENHANCEMENTS TO THE SOFTWARE

SunGard K-12 Education continually commits funds to research and development for on-going product enhancement projects. SunGard K-12 Education has on on-going commitment to our existing customers and will continue to focus on product enhancements that provide benefit and value to our customers.

Enhancements occur in one of the following ways:

- **Updates for Federal and State Reporting:** SunGard K-12 Education understands that state and federal reporting is vitally important to school districts. Our PLUS 360 solutions regulatory software includes reports and programs that help districts fulfill state and federal reporting requirements. SunGard K-12 Education assumes responsibility for providing and maintaining accurate federal and state reporting. A complete listing of provided regulatory reports can be provided upon request.

  SunGard K-12 Education takes seriously its responsibility to identify and understand all on-going changes to regulatory reporting requirements. For every state, we have dedicated teams who are responsible for delivering software modifications. These specialists maintain direct communication with regulatory officials, attend meetings, and monitor all published legislation and documentation to stay up to date. As state and federal reporting regulations continue to evolve, our Product Support Specialists provide direct support to customers through every transition.

- **Client Enhancements:** Customer input into the software development cycle comes from many sources (customer support, user groups, email database, demonstrations, RFPs, etc.). The Product Manager reviews all these suggestions on a regular basis. First, the client defines a specification for the desired enhancement. SunGard K-12 Education then reviews the specifications and provides a quote to develop the enhancement. Once approved by the customer, SunGard will then develop the enhancement. If the enhancement would benefit other customers, it will be incorporated into the core software and released on a future software update.

CUSTOMER WEB SITE

SunGard K-12 Education offers a central place for customers to gather information on upcoming releases, user group meetings, software updates and other topics relevant to those using the PLUS 360 solutions. Our customer services website was designed to provide a central reference area for our clients.

- **Company**
  Information about our company, contact information, hours of support are available on our website.

- **News**
  Announcements and articles are available and updated frequently with current information from SunGard K-12 Education. Users can access information on client conferences such as registration and conference information. News Archives will contain past information from these areas.

- **Support**
  Users can search for open cases or closed cases, or you can list all open cases. When you access cases, you are accessing the same system as our Product Support Specialists.

- **Knowledge Base**
  Our customer website provides a robust knowledge base for customers to review prior to reporting a case. Our customer support website allows a collaborative environment for problem solving and all communication between client and support staff is on-line, real time. If you have a question about your PLUS 360 solution, chances are someone else has asked the same question before and many customer questions can be answered with a quick web search.

- **Documentation**
  All user manuals are available on-line in PDF format. Revisions to manuals are posted and users can receive notification when new or revised documentation is available for download.

- **Software Updates**
  All software updates, service packs and release notes are accessible via our customer website.

- **Customer Forum**
  An online discussion site hosted by SunGard where customers can hold conversations in the form of posted messages. Many discussion threads are available to accommodate many areas of interest. For example, there is a thread where customers can share Cognos report specifications to help all customers benefit from reports that have been previously developed by other customers.

SHARING USER COMMUNITY

Each year SunGard K-12 Education jointly hosts along with the SunGard National User Group (SNUG) annual client conferences for the PLUS 360 solutions which bring together customers from all across the country. SunGard provides staff to these user group meetings. Location and frequency of user conferences vary based on products and region. In addition to annual conferences, local user groups meet in more than 25 states. Customers in states without local user groups are welcome to join the groups in neighboring states. Most groups hold regular meetings where peers and officers from SunGard come together.

SUPPORT SERVICE LIMITATIONS

We occasionally experience situations where a customer requires an extraordinary amount of customer support service for an extended period of time. This occurs infrequently, but when it does occur it's most often for reasons of inadequate staffing in the customer's internal support group or inadequately trained customer staff. When this occurs, we find ourselves providing an inordinately large amount of support resource to one customer at the expense of being able to provide responsive service to other customers. We monitor service usage to help prevent situations like this from developing. However, if we determine that your service usage over a period of time exceeds 1.5 the median average of all customers of comparable size, we will contact you to recommend remediation activities intended to lower the reliance on our support service. If the remediation activities do not resolve the problem we will apply a monthly support service surcharge until the service levels return to a normal level. We will be proactive about such situations if they develop by making you aware that a problem exists in advance, and we'll work with you to resolve the problem to help get your support usage back to a normal level.

RD# 16-006753

Investigative Follow-up

Date of Incident: 04 Feb 16

Date of Report: 04 Feb 16

Crimes: 236 PC False Imprisonment

   273 PC Willful Cruelty to Child

Location: 1757 Mountain Blvd (Montclair Elementary School)

Victim1: Eichelberger, AnnaLiese, DOB 25 Nov 05, Age 10 (Student)

Witness1: Wimmer, Berit, DOB 02 Dec 06, Age 9 (Student)

Witness 2: Stoeckle, Juliette, DOB 14 Jan 08, Age 8 (Student)

Witness 3: Quintana, Jessica, DOB 29 Nov 05, Age 10 (Student)

Witness 4: Stewart, Sara, DOB 11 Jan 06, Age 10 (Student)

Witness 5: Cheng, Julian, DOB 02 Aug 06, Age 9 (Student)

   OP 1: Bloom, Nancy, Age 60 (Pricipal)

   OP 2: Eichelberger, Elizabeth, Age 35-40 (V1's Mother)

   OP 3: Eichelberger, Peter, Age 40-45   (V1's Father)

   OP 4: Quintana, Jessica, Age 53   (W1's Mother)

Suspect1: Turner, Michael, DOB 22 May 53, Age 62

Evidence:

Property Record Page/Items/Description:
Page 1, Item 1 – CD-ROM containing four (4) recorded witness statements
Page 1, Item 2 – CD-ROM containing seven (7) photos of the scene
Page 1, Item 3 – CD-ROM containing one (1) recording of S1's statement

Property Dispositions:

Page 1, Item 1 – CD-ROM containing four (4) recorded witness statements, destroy upon adjudication.

Page 1, Item 2 – CD-ROM containing seven (7) photos of the scene, destroy upon adjudication.

Page 1, Item 3 – CD-ROM containing one (1) recording of S1's statement, destroy upon adjudication.

Date Received: 08 Feb 16

Summary:

The RP, school Principal stated she received a phone call from a concern parent s OP2 and OP3 who said that S1 had placed V1 their daughter in a small room for an extended amount of time during music class.

RP said she identified five (5) additional students who may have witness S1 place V1 in the closet during class. The parents of the witnesses mentioned in the police report were notified that Oakland School Police were conducting an investigation into this incident.

V1 stated during the school year S1 had her go into a small room located in the school's auditorium for about one hour to practice her flute. V1 stated she had been placed in the small room for almost ten to eleven times this school year. V1 said that S1 told her she was bad at playing the flute and needed to concentrate on playing for at least two hours.

V1 stated when she needed to use the bathroom or to get supplies, S1 tells her to stay in the room until she improves. V1 stated she was afraid to leave the room because S1's verbal commands prevented her from being able to leave the room. V1 recalls an incident where S1 physically blocked her once, although she could not exactly remember when this occurred. V1 said during that particular incident, S1 nudged her with both hands to go back inside the small room and would not let her out. V1 stated she felt pressured to stay in the small room. V1 stated she is scared of S1 but wants to continue playing the flute as long as S1 is not her teacher.

The room where V1 was told to go practice playing the flute is located in the northeast corner of the auditorium. The room is small and tight due to equipment which is strewn about. V1 stated she felt scared and nervous when she was in the room because it was dark and she was not able to see her notes to play the flute. The blinds were not open to expose natural light, it was hot and stuffy.

W1 is a classmate of V1. W1 stated that she observed V1 go into the small room, next to the auditorium once; W1 said S1 does not put people in the small room for punishment. W1 stated if a student wanted to practice, S1 tells them to utilize the room. W1 stated she is not scared of S1.

W2 is a classmate of V1. W2 stated band had different levels of playing, thus needing separate rooms according to skill level. W2 observed V1 and another student go into the small room, this happen one time about a week ago. W2 said that S1 told the class to practice since most of the class did not know the songs. W2 said she heard V1 knock on the wall to signal to other students that she was in there. W2 said she felt somewhat nervous when she was left in the room because S1 sometimes was away, although he was usually near them. W2 said that V1 never expressed to her that she didn't like being in the small room. The door to the small room was never locked.

W3 stated she plays the flute with V1 and they are beginners in that class. W3 said that S1 has a lot of things for them to do to ensure students were able to play for the concert. W3 stated that S1 comes off as an angry person but likes to laugh sometimes. W3 stated she has seen V1 in the small room at lease seven times this school year. W3 said she has been in the small room at least once.

W3 stated she does not think S1 has students go into the small room as punishment. W3 said V1 usually stays in the small room for about a third of the classroom period. W3 said V1 has told her that she didn't like being in the small room. W3 said she hasn't heard V1 tell S1 that she did not want to be in the small room alone.

OP2 and OP3 stated they did not want to press charges against S1.

W4 stated S1 is a really nice and carrying teacher and provides great tips when it comes to getting better as a musician. W4 said that S1 allows her to practice violin with the entire class most of the time unless extra practice is needed. W4 said when extra practice is needed students are allowed to go into the small room adjacent to the stage area for individual clarity in the instrument they are playing. W4 stated students are not placed in the small room for disciplinary reasons.

W4 stated S1 treats all the students the same weather they are on stage or placed in individual room for extra practice. W3 said the student walks into the small room by themselves and S1 usually checks on the student periodically.

W5 stated that S1 is a really nice person and is not mean to anybody. W5 said that S1 told him he is ahead of the class and on some days S1 lets him practice the flute in either one of the small rooms right next to the auditorium stage. W5 said on most days the class practices together on the stage for a few minutes and then afterwards W5 practices alone in one of the small rooms.

W5 stated on several occasions, he has also practice with other students in one of the small rooms and when he practices alone, S1 usually comes over to check on him every five to ten minutes.

W5 said the doors separating the small rooms from the stage are sometimes open and sometimes closed; when the doors are closed W5 can clearly hear S1 and his classmates.

W5 said that if he needed something or if there was an emergency, he felt he could just leave the room and get to S1.

W5 said the windows in the small room are closed but he believes that if he wanted to open them to change the temperature S1 would let him. W5 said the small rooms are not hot or cold, one of the rooms is naturally dark because there aren't many windows so the light is always on. The other small room is well lit because there are many windows. W5 believes that in the past he has seen at least one other student practicing in one of the small rooms, while he was practicing in the other room.

Investigation:

O5 Feb16, 1414 hours
Oakland School police Officer Valencia, Carlos #0978, made contact with S1 in the principal's office. S1 voluntarily agreed to speak with Ofc. Valencia. Ofc. Valencia asked S1 if he ever placed a student in a closet for any reason. S1 stated "In another room so they can practice, not as discipline. The room is big. I keep instruments there. But it is not enclosed. It's about 10' X 12'. Students ask to go there to practice their pieces. I don't make them go in there.

Ofc. Valencia then stopped the conversation and advised S1 of his Miranda Rights per OPD statement form. S1 indicated that he understood his rights by saying; "Yes" ad initialed the statement form. I then asked him if he would speak to me, having these rights in mind. S1 invoked his right stating that he wanted a lawyer.

08 Feb 16, 1325 hours
No CRIMS History

Case Disposition:
Case Cleared #

Oakland Unified School District

Office of the Board of Education

January 12, 2011

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent Business & Operations
Gee Kin Chou, Information Technology Officer

SUBJECT: **Software Maintenance Agreement, between the District and SunGard Public Sector Inc., Bethlehem, PA, for the latter to provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement for the period commencing December 1, 2010 and concluding November 30, 2011, with an annual support cost in an amount not-to-exceed $113,083.84.**

ACTION REQUESTED

Approval by the Board of Education of the Software Maintenance Agreement, between the District and SunGard Public Sector Inc., Bethlehem, PA, for the latter to provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement for the period commencing December 1, 2010 and concluding November 30, 2011, with an annual support cost in an amount not-to-exceed $113,083.84.

BACKGROUND

The Software License Agreement between SunGard Public Sector Inc. and the Oakland Unified School District was signed on August 28, 2001. Based on Schedule C-3 to this agreement, the Software License continuing from year to year is contingent upon payment of the Annual Support fees.

Annual Support will be provided for the following BusinessPLUS modules listed in Exhibit 1 - SunGard Public Sector Proforma Order No. 41421:

 ♦ IFGENERAL ledger
   BusinessPLUS General Ledger includes Nucleus and GUI (formerly IFAS)
 ♦ IFAP/ENCUMBRANCES
   BusinessPLUS Accounts Payable/Encumbrances (formerly IFAS)

1

- ◆ IFAR CASH RECEIPTS
  BusinessPLUS Accounts Receivable/Cash Receipts (formerly IFAS)
- ◆ IFBANK RECON
  BusinessPLUS Bank Reconciliation (formerly IFAS)
- ◆ IFPEID
  BusinessPLUS Person/Entity Database (formerly IFAS)
- ◆ IFPURCHASING
  BusinessPLUS Purchasing (formerly IFAS)
- ◆ IFFIXED ASSETS
  BusinessPLUS Fixed Assets Inventory (formerly IFAS)
- ◆ IFEASY LASER FORMS
  BusinessPLUS Easy Laser Forms (formerly IFAS)
- ◆ IFPAYROLL
  BusinessPlus Payroll (formerly IFAS)
- ◆ IFHUMAN RESOURCES
  BusinessPLUS Human Resources and Position Control (formerly IFAS)
- ◆ IFSUBTRACKER
  BusinessPlus SubTracker (formerly IFAS)
- ◆ IFEMPLOYEE ONLINE
  BusinessPLUS Employee Online (formerly IFAS)
- ◆ IFWORK ORDER
  BusinessPLUS Work Order (formerly IFAS)
- ◆ IFCDD
  BusinessPLUS Click, Drag & Drill includes CDD.net (formerly IFAS)
- ◆ IFDOCUMENTS ONLINE
  BusinessPLUS Documents Online (formerly Image Enabler)

FISCAL IMPACT

The General Purpose/Unrestricted Account will fund the $113,083.84.

RECOMMENDATION

Approval by the Board of Education of the Software Maintenance Agreement, between the District and SunGard Public Sector Inc., Bethlehem, PA, for the latter to provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement for the period commencing December 1, 2010 and concluding November 30, 2011, with an annual support cost in an amount not-to-exceed $113,083.84.

ATTACHMENT

Software Maintenance Agreement between SunGard Public Sector and the District
Exhibit 1 – SunGard Public Sector Performa Order Number 41421
Software License Agreement between SunGard Bi-Tech Inc. and the District.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with a business address at:

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

("SunGard Public Sector")

AND

Oakland Unified School District
1025 2nd Ave.
Oakland, CA 94606

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Oakland Unified School District, CA

BY: _____

PRINT NAME: Gary D. Yee, Ed.D.
President, Board of Education
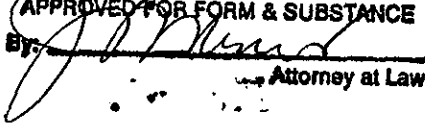
PRINT TITLE: _____

DATE SIGNED: _____
Edgar Rakestraw, Jr., Secretary
Board of Education

SunGard Public Sector

BY: _____

PRINT NAME: David Madea

PRINT TITLE: VP - Finance

DATE SIGNED: 12/7/10

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

BY: _____
Attorney at Law

LEGISLATIVE FILE

File ID No. _____ 10 - 3022
Introduction Date _____ 1-3-11
Enactment No. _____ 11- 0074
Enactment Date _____ 1-12-11

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector 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. 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.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

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

"Software" means the Component Systems listed in Exhibit 1.

"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.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or

other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

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

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively,

Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects.

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

2. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. 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 the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves 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.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with

Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's 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.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge 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.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contact Year unless, at least three (3) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least three (3) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD**

PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either 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 party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. 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 party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. **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. Except in connection with the Software and any software provided with the

Software, the non-disclosure and non-use obligations of this Agreement 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, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8.   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.

9.   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.

10.   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 Customer, 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: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

11. 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.

12.   Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. 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.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

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

(c)   BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS 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.

14. <u>Entire Agreement.</u> 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. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify 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.

EXHIBIT 1

Customer: **Oakland Unified School District**

<u>**Annual Support Fees**</u>

   Listed below are the modules for which Annual Support will be provided during the term of December 1, 2010 through November 30, 2011.

Per SunGard Public Sector Proforma dated November
23, 2010, order number 41421 which is attached
$107,852.97   hereto and incorporated herein by reference
$ 5,230.87   Tax
$113,083.84   Total

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

SUNGARD° PUBLIC SECTOR

THIS IS NOT AN INVOICE

PROFORMA

Company	Order No.	Date	Page No
PE	41421	23/Nov/2010	1

To: OAKLAND UNIFIED SCHOOL DISTRICT
Attn: KIRK BROWN-STUDENT SYS. DIRECTOR
510-879-8274
OAKLAND UNIFIED SCHOOL DISTRICT
1025 2ND AVE.
OAKLAND, CA 94606
United States

Ship To: OAKLAND UNIFIED SCHOOL DISTRICT
Attn: KIRK BROWN-STUDENT SYS. DIRECTOR
510-879-8274
OAKLAND UNIFIED SCHOOL DISTRICT
1025 2ND AVE.
OAKLAND, CA 94606
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2733		Net 30	USD		

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
1	Renewal: IFGENERAL LEDGER BusinessPLUS General Ledger includes Nucleus and GUI (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	31,509.83	.00	31,509.83
2	Renewal: IFAP/ENCUMBRANCES BusinessPLUS Accounts Payable/Encumbrances (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	4,611.84	.00	4,611.84
3	Renewal: IFAR CASH RECEIPTS BusinessPLUS Accounts Receivable/Cash Receipts (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	4,611.84	.00	4,611.84
4	Renewal: IFBANK RECON BusinessPLUS Bank Reconciliation (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	2,561.15	.00	2,561.15
5	Renewal: IFPEID BusinessPLUS Person/Entity Database (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	2,561.15	.00	2,561.15
6	Renewal: IFPURCHASING BusinessPLUS Purchasing (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	6,634.79	.00	6,634.79
7	Renewal: IFFIXED ASSETS BusinessPLUS Fixed Assets Inventory (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	4,175.70	.00	4,175.70
8	Renewal: IFEASY LASER FORMS BusinessPLUS Easy Laser Forms (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	1,920.87	.00	1,920 87
9	Renewal: IFPAYROLL BusinessPLUS Payroll (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	11,143.07	.00	11,143.07
10	Renewal: IFHUMAN RESOURCES BusinessPLUS Human Resources and Position Control (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	11,143.07	.00	11,143.07
11	Renewal: IFSUBTRACKER BusinessPLUS SubTracker (formerly IFAS) **Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months**	No	1	1	EA	2,100.27	.00	2,100.27

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2733		Net 30	USD		

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
12	Renewal: IFEMPLOYEE ONLINE BusinessPLUS Employee Online (formerly IFAS) Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months	No	1	1	EA	5,380 49	.00	5,380.49
13	Renewal: IFWORK ORDER BusinessPLUS Work Order (formerly IFAS) Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months	No	1	1	EA	5,764.08	.00	5,764.08
14	Renewal: IFCDD BusinessPLUS Click, Drag, & Drill includes CDD.net (Report Writer) (formerly IFAS) Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months	No	1	1	EA	10,580 06	.00	10,580.06
15	Renewal: IFDOCUMENTS ONLINE BusinessPLUS Documents Online (formerly Image Enabler) Maintenance: Start: 12/01/2010, End: 11/30/2011; Term: 12 months	No	1	1	EA	3,154.76	.00	3,154.76

Total Amount For BUSINESS PLUS PRODUCTS $107,852.97

Does not include any applicable taxes   **Order Total:**   107,852.97

We would like to continue on the current maintenance plan

☐ Our Purchase Order is enclosed

☐ Our Purchase Order is _____ .

☐ Purchase Order is not required to be invoiced

AN INVOICE WILL BE SENT AFTER CONFIRMATION OF ORDER

Links
Workflow

Refresh

PR: R0102740   PO: [   ]   Status: PR   Sec Cd: 9860   Aprv: [   ]   Next: [   ]

| Vendor | RemitTo | ShipTo | BillTo | Reqst'd | Aprv'd | Printed | Details | Dates | Blanket | Req. Codes | Misc. |

IO24393   Addr: P1
SUNGARD PUBLIC SECTOR,
3 WEST BROAD STREET

By: CHINN, JANICE
Date: 12/09/2010

Req Codes

BETHLEHEM   PA   18018

PO Total: $113,083.84

EC

Items   Association Codes   Notes

Item Numb	Quantity	Units	Amount	Product Code	Description	ACCOUNT NUMBER
0001	113,083.84	EA	1.00	LICENSE	Annual Software Support/Maintenance Fees	GL 9861110799-5846
0002	0		0.00			GL 9861110799-5846

Items | Taxes | Miscellaneous | Account Distribution | Item Shipping

Add Mode

OAKLAND UNIFIED SCHOOL DISTRICT
SUNGARD SOFTWARE MAINTENANCE & SUPPORT RENEWAL

ROUTING FORM 2010-2011

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has <u>OUSD Vendor Number</u> and meets the <u>consultant requirements</u> (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	☐ For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	☐ For individual consultants: Proof of negative tuberculosis status within past 4 years
	☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	☐ For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	☐ For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* janice.chinn@ousd

Contractor Information

Contractor Name	SUNGARD PUBLIC SECTOR INC.	Agency's Contact	DAVID MADEA
OUSD Vendor ID #	I024393	Title	VICE PRESIDENT, FINANCE
Street Address	3 WEST BROAD STREET	City BETHLEHEM	State PA Zip 18018
Telephone	(610) 691-3616	Email	
Contractor History	Previously been an OUSD contractor? ■ Yes ☐ No	Worked as an OUSD employee? ☐ Yes ■ No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	12/01/2010	Date work will end	11/30/2011	Other Expenses	
Pay Rate Per Hour (required)	$	Number of Hours		**Total Contract Amount**	$ 113,083.84

Budget Information
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	GPUnrestricted	9861110799	5846	$ 113,083.84
			5825	$
			5825	$

Requisition No.	R0102740	**Total Contract Amount**	$ 113,083.84

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.
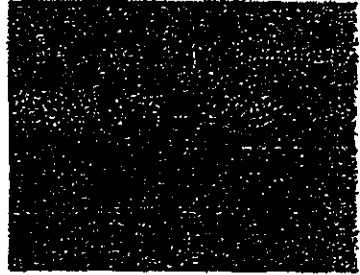
1.	**Administrator / Manager** (Originator)	**Name** KIRK BROWN	Phone	(510) 879-8274
	Site / Department	TECHNOLOGY SERVICES	Fax	(510) 451-1695
	Signature *Kirk Brown*		Date Approved	12/9/10

2.	**Resource Manager,** if using funds managed by: ☐State and Federal ☐School Portfolio Management ☐Complementary Learning / After School Programs
	☐ Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)
	Signature _____ Date Approved _____
	Signature (if using multiple restricted resources) _____ Date Approved _____

3.	**Network or Executive Officer**
	☐ Services described in the scope of work align with needs of department or school site
	☐ Consultant is qualified to provide services described in the scope of work
	Signature _____ Date Approved _____

4.	**Cabinet** (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)
	Signature _____ Date Approved 12/14/10

5.	**Superintendent, Board of Education** *Signature on the legal contract*

Legal *Required if not using standard contract*	Approved	Denied - Reason		Date 12/13/10
Procurement	Date Received		PO Number	

Rev. 05/2010   **THIS FORM IS NOT A CONTRACT**

SANDY SNOW

SOFTWARE LICENSE AGREEMENT

BETWEEN

SunGard Bi-Tech Inc.
a Delaware Corporation
with Headquarters at:
890 Fortress Street
Chico, CA 95973

ORIGINAL

("SunGard")

Legislative File

AND

File ID No. __OO-1167__

Introduction Date __09-05-00__ Oakland Unified School District *BRIAN BOUEY*

Enactment No __01-0607__

Enactment Date __08-27-01__

By __ZC__

1025 2nd Ave
Oakland, CA 94606

("Customer")

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Schedules and Addenda to this Agreement.

[SunGard]	[Customer]
BY:	BY:
PRINT NAME: Bruce E. Langston	PRINT NAME: Jason Hodge
PRINT TITLE: V.P. Finance	PRINT TITLE: President, Board of Education
DATE SIGNED: 8/7/01	DATE SIGNED: 8/29/01

Edgar Rakestraw, Jr.
Deputy Secretary, Board of Education
8/28/01

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By:
ROY A. COMBS, Attorney at Law
General Counsel

1. DEFINITION OF TERMS

As used in this Agreement, the following terms have the following meanings:

(a) "Account" means a single and unique combination of database and Software.

(b) "Affiliate" means, with respect to a specified person, any person which directly or indirectly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect.

(c) "Confidential Information" means all business information disclosed by one party to the other in connection with this Agreement unless it is or later becomes publicly available through no fault of the other party or it was or later is rightfully developed or obtained by the other party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include Customer's data and the details of Customer's computer operations and shall include SunGard's Proprietary Items. Confidential Information shall include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the parties hereto or the identity of the products licensed under a Software Schedule.

(d) "Concurrent User" means the highest total number of users making simultaneous use of the Software at any time during a calendar year period, whether use is via modem, direct connection, LAN connection, or via the Web.

(e) "Copy" means any paper, disk, tape, film, memory device, or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) "Documentation" means technical manuals, training manuals, user guides, and workbooks provided by SunGard to assist Customer with the use of Software.

(g) "Execution Date" means the latest date shown on the signature line of this Agreement.

(h) "Export Laws" means all laws, administrative regulations, and executive orders of any Applicable Jurisdiction relating to the control of imports and exports of commodities and technical data, software and related property, use or remote use of software and related property, or registration of this Agreement, including the Export Administration Regulations of the U.S. Department of Commerce, and the International Traffic in Arms Regulations of the U.S. Department of State. "Applicable Jurisdiction" means the U.S., and any other jurisdiction where any Proprietary Items will be located or from where any Proprietary Items will be accessed under this Agreement.

(i) "including" means including but not limited to.

(j) "Latest Software Update" means those Software Updates which SunGard has made generally available to it's Customer's within the preceding twelve months.

(k) "New Module" means a set of functionality available to be licensed to Customer by SunGard which was not previously licensed to Customer.

(l) "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, cooperative, trust, estate, government, governmental agency, regulatory authority, or other entity of any nature.

(m) "Proprietary Items" means, collectively, the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Software or Documentation, all derivative works based upon any of the foregoing, and all copies of the foregoing.

(n) "Software Update" means Software modifications, revisions and updates to the Software which SunGard, in its sole discretion, incorporates into the Software as a Software Update per Schedule E as part of Annual Support Agreement.

2. LIMITED LICENSE

2.1. **Grant.** SunGard grants to Customer a non-transferable, non-exclusive, limited-scope, license to use SunGard's proprietary application software identified in Schedule A of this Agreement, known as IFAS, hereinafter referred to as ("Software"). SunGard further grants the right to use the documentation associated to the Software, hereinafter referred to as ("Documentation"), as the Software and Documentation may be modified, revised and updated in accordance with this Agreement.

2.2. **Scope.** Customer may use the Software as provided in this Agreement, only in the ordinary course of its own business operations and for its own business purposes and within the limitations identified in Schedule C. Customer may copy and use the Software for inactive back-up or archival purposes, for disaster recovery purposes and for parallel testing. Customer may copy the Documentation to the extent reasonably necessary for use of the Software under the terms of this Agreement.

2.3. **Source Code.** Customer shall receive one copy of the source code which shall reside with the Customer for the Term of this Agreement for the sole purpose of aiding SunGard in performing its maintenance and support obligations as set forth herein. Customer is strictly prohibited from copying, distributing, modifying or using the source code for any purpose.

3. SOFTWARE ACCEPTANCE

3.1. **Acceptance.** SunGard shall give written notice to Customer certifying that installation of the Software at the Initial Installation Site(s) is completed. Customer shall be deemed to have accepted the Software thirty (30) days after receiving SunGard's notice, unless, during that period, the Software fails to perform in accordance with the Documentation in some material respect that precludes acceptance of the Software by Customer, and, by the end of that thirty (30) day period, Customer gives written notice of non-acceptance to SunGard describing the material failure in reasonable detail and explaining why the failure precludes acceptance of the Software by Customer. If Customer gives a proper notice of non-acceptance to SunGard, then:

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(a)   SunGard shall investigate the reported failure. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate the failure and to assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure.

(b)   If there was no material failure to perform or the failure to perform was not attributable to a defect in the Software or an act or omission of SunGard, then SunGard shall give written notice to Customer explaining its determination in reasonable detail, and Customer shall be deemed to have accepted the Software as of the date of SunGard's notice. In the event SunGard determines, that the reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at the then current professional service rates in effect.

(c)   If there was a material failure to perform that was attributable to a defect in the Software or an act or omission of SunGard, and if SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the Software and Documentation and any other items delivered to Customer by SunGard, and SunGard shall then refund to Customer the license fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day acceptance period shall begin in accordance with this Section 3.1.

4.   WARRANTIES AND LIMITATIONS

4.1.   **Performance.** SunGard warrants to Customer that the Software will perform as described in the Documentation in all material respects for a period of one year from the date of initial installation.

4.2.   **Right to License; No Infringement.** SunGard warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States patent, copyright, trade secret or other proprietary right of any person. SunGard shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. SunGard shall have no liability or obligation under this Section 4.2 unless Customer gives written notice to SunGard promptly (within ten (10) days, provided that later notice shall relieve SunGard of its liability under this Section 4.2 only to the extent that SunGard is prejudiced by such later notice) after any applicable infringement claim is initiated against Customer and allows SunGard to have sole control of the defense or settlement of the claim. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, then SunGard shall have the option, at its expense, to:

(a)   modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or

(b)   procure for Customer the right to continue using the infringing part of the Software or Documentation; or

(c)   remove all or the infringing part of the Software or Documentation, and refund to Customer the corresponding portion of the initial license fee paid by Customer to SunGard under Schedule B.

4.3.   **Customer Infringement.** Customer warrants to SunGard that Customer has the full legal right to grant to SunGard the right to use the ideas, methods, formulae, concepts, designs, plans, specifications and other materials provided by or on behalf of Customer for use in developing and/or incorporated into the Software or the Documentation ("Customer Material") and that the Customer Material does not infringe upon any United States patent, copyright, trade secret or other proprietary right of any Person. Customer shall indemnify and defend SunGard against any third party claim to the extent attributable to a violation of the foregoing warranty or any third party infringement of a United States patent, copyright, trade secret or other proprietary right of any Person to the extent resulting from a modification of the Software or Documentation by Customer or any third party which gains access to the Proprietary Items of SunGard through Customer.

4.4.   **Exclusion for Unauthorized Actions.** SunGard shall have no liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with other software, any use of any version of the Software other than the Latest Software Update that is then generally available to SunGard's customer base, or any breach of this Agreement by Customer.

4.5.   **Force Majeure.** Except with respect to breach of confidentiality and except with respect to Customer's payment obligations hereunder, neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6.   **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTY OF TITLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT.

4.7.   **Limitation of Liability.**

(a)   EXCEPT FOR INDEMNIFICATION UNDER SECTION 4.2, SUNGARD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO

CIRCUMSTANCES EXCEED THE INITIAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS AGREEMENT.

(b) UNDER NO CIRCUMSTANCES SHALL SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE.

(c) CUSTOMER AND SUNGARD HAVE FREELY AND OPENLY NEGOTIATED THIS AGREEMENT INCLUDING THE PRICING TERMS IN THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

4.8. Other Limitations. The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its affiliates, its customers or any other persons. Under no circumstances shall any other person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement. Customer shall have no rights or remedies against SunGard except as specifically provided in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim.

5. CONFIDENTIALITY, OWNERSHIP AND RESTRICTIVE COVENANT

5.1. Disclosure Restrictions. All Confidential Information as defined in Section 1, of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. One party's Confidential Information shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement, or except as required by law, provided that the other party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees whose responsibilities require such use or access. The Receiving Party shall advise all such employees, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees or any other person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party.

5.2. SunGard's Proprietary Items, Ownership Rights. The Proprietary Items, as defined in Section 1, are trade secrets and proprietary property of SunGard, having great commercial value to SunGard. All Proprietary Items provided to Customer under this Agreement are being provided on a strictly confidential and limited use basis. Customer shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any person, or permit any person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall

remain exclusively with SunGard, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Customer by virtue of this Agreement. All copies of Proprietary Items in Customer's possession shall remain the exclusive property of SunGard and shall be deemed to be on loan to Customer during the term of this Agreement.

5.3. **Proprietary Restrictions.** Customer shall not do, attempt to do, nor permit any other person to do, any of the following:

(a) use any Proprietary Item for any purpose, or in any manner not specifically authorized by this Agreement; or

(b) make or retain any copy of any Proprietary Item except as specifically authorized by this Agreement; or

(c) create or recreate the source code for the Software, or re-engineer, reverse engineer, decompile or disassemble the Software; or

(d) modify, adapt, translate or create derivative works based upon the Software or Documentation, or combine or merge any part of the Software or Documentation with or into any other software or documentation; or

(e) refer to or otherwise use any Proprietary Item as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Software to compete with SunGard; or

(f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any copy of any Proprietary Item made by Customer; or

(g) sell, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item, whether on Customer's behalf or otherwise.

5.4. **Notice and Remedy of Breaches.** Each party shall promptly give written notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.5. **Enforcement.** Each party acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the other's legitimate business interests. Each party acknowledges that any breach of any of the provisions of this Section 5 shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action which a party or any other person may have against the other shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 5.

5.6. **Dispute Resolution Language**

(a) Either party may, upon notice to the other party, declare a dispute. Within ten (10) days after a dispute is declared, senior management of the parties not involved in day to day operations related to this Agreement shall meet and attempt to resolve the dispute. If, after using diligent efforts, the parties are unable to resolve the dispute within ten (10) days, either party, upon notice to the other party, may declare an impasse.

(b) Arbitration. Ten (10) days after declaration of an impasse, either party may file a demand for arbitration under the rules then prevailing of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided, that if the parties cannot agree on the choice of arbitrator within ten (10) days after the first party seeking arbitration has given written notice, then the arbitration shall be heard by three (3) arbitrators, one chosen by each party, and the third chosen by those two arbitrators. A hearing on the merits of all claims for which arbitration is sought by either party shall be commenced not later than sixty (60) days from the date demand for arbitration is made by the first party seeking arbitration. The arbitrator (s) must render a decision within ten (10) days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and judgement thereon may be entered in any court of competent jurisdiction.

(c) Applicable Law. The arbitration shall be governed by the United States Arbitration Act. The arbitrators shall apply the substantive law of the State of California. The arbitrators shall have the authority to grant any legal remedy available had the parties submitted the dispute to a judicial proceeding.

(d) Situs. If arbitration is required to resolve any disputes between the parties, the proceedings to resolve the dispute shall be held in a neutral County in California.

(e) This provision shall not be construed to prevent a party from instituting and a party is authorized to institute formal proceedings to avoid the expiration of any applicable limitation periods.

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6. TERMINATION

6.1. **Termination by Customer.** Customer may immediately terminate this Agreement, by giving written notice of termination to SunGard, upon the occurrence of any of the following events:

    (a)   SunGard breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (or such other time period as may be reasonable under the circumstances) after Customer gives written notice to SunGard describing the breach in reasonable detail.

    (b)   SunGard (or a surviving company in the event of a merger or sale of SunGard) dissolves or liquidates or otherwise discontinues substantially all of its business operations. Notwithstanding the foregoing, SunGard reserves the right to outsource professional services which will not be deemed grounds for Customer termination hereunder.

6.2. **Termination by SunGard.** SunGard may immediately terminate this Agreement, by giving written notice of termination to Customer, upon the occurrence of any of the following events:

    (a)   Customer fails to pay to SunGard, within thirty (30) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a good faith dispute.

    (b)   Customer breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (or such other time period as may be reasonable) after SunGard gives written notice to Customer describing the breach in reasonable detail.

    (c)   Customer dissolves or liquidates or otherwise discontinues substantially all of its business operations.

6.3. **Certain Remedies for Nonpayment.** If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a good faith dispute in addition to all other rights and remedies which SunGard may have at law or in equity, SunGard may, in its sole discretion and without further notice to Customer, suspend performance or revoke the License granted under this Agreement until all past due amounts are paid in full.

6.4. **Effect of Termination.** Upon a termination of this Agreement, whether under this Section 6 or otherwise, Customer shall: (a) discontinue all use of all Software and Documentation, (b) promptly return to SunGard all copies of the Software, the Documentation and any other Proprietary Items then in Customer's possession, and (c) give written notice to SunGard certifying that all copies of the Software have been permanently deleted from its computers. Customer shall remain liable for all payments due to SunGard with respect to the period ending on the date of termination. The provisions of Schedule B, and Sections 4 (excluding 4.1), 5, and 7 shall survive any termination of this Agreement, whether under this Section 6 or otherwise.

7. GENERAL PROVISIONS

7.1. **Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class certified air mail, or the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, provided that a signed written original is sent by one of the foregoing methods within twenty-four (24) hours thereafter. Customer's address for notices is 1025 2nd Ave, Oakland, CA 94606, attention Phil White. SunGard's address for notices is SunGard Software Inc., 890 Fortress Street, Chico, CA 95973, Attention: Vice President of Finance. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

7.2. **Parties in Interest.**

(a) ...This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, to the extent permitted hereby, their respective successors and assigns.

(b) Neither party shall assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except that such other party's consent shall not be required in the case of an assignment to a purchaser of or successor to substantially all of such party's business or to an affiliate of such party, provided that the scope of any license granted hereunder does not change and the assignor guarantees the obligations of the assignee. Any assignment by a party in breach of this Section shall be void.

(c) Any express assignment of this Agreement, any change in control of Customer, any acquisition of additional business by Customer shall constitute an assignment of this Agreement by Customer for purposes of this Section 7.2 ("Customer Assignment"). Customer shall give written notice to SunGard thirty (30) days prior to an Assignment certifying the expected use of the Software to process any additional business related to such Customer Assignment ("Additional Business"). If any Customer Assignment occurs, Customer may continue to process the business to the extent it existed prior to any such Customer Assignment, but Customer may not use the Software to process any Additional Business until and unless Customer has paid SunGard an Additional Business fee, to be mutually agreed to, and any use to process any Additional Business prior to the payment of such fee shall be deemed a material breach of this Agreement. Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying the actual use of the Software to process any Additional Business.

7.3. **Export Laws and Use Outside of the United States.** Customer shall comply with the Export Laws. Customer shall not export or re-export directly or indirectly (including via remote access) any part of the Software or Confidential Information to any country to which a license is required under the Export Laws without first obtaining a license.

7.4. **Relationship.** The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint ventures or agents.

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7.5. **Entire Understanding.** This Agreement, which includes and incorporates the Schedules referred to herein, states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer.

7.6. **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

7.7. **Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.

7.8. **Headings.** Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

7.9. **Construction of Agreement.** The terms and conditions of this Agreement are the result of negotiations between the parties. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement.

7.10. **Personnel.** Neither party shall, directly or through one or more subsidiaries or other controlled entities, hire or offer to hire any programmer, trainer, or member of a data processing, customer support or conversion team of the other at any time when such person is employed or engaged by such party or during the six (6) months after such employment or engagement ends. For purposes of this provision, "hire" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

7.11. **Jurisdiction and Process.** In any action relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of California, (b) each of the parties irrevocably waives the right to trial by jury, (c) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice in accordance with Section 7.1, and (d) the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

7.12. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF STATE OF CALIFORNIA, EXCLUDING CHOICE OF LAW.

7.13. **Piggy Back Clause.** Whereas Customer has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement; therefore this Agreement may serve as the basis for similar Agreements whereby other governmental entities may contract separately with SunGard.

SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

SUMMARY PAGE

One-Time Fees	License Fees	Professional Services Fees	Total
IFAS Application Software	$470,928		$470,928
Third Party Software	Included in ASP	Included in ASP	Included in ASP
Standard Training, Data Conversion, Task Hours and Forms		286,200	286,200
SunGard Bi-Tech - Custom Project Services		651,850	651,850
Schafer and Associates - Custom Project Services (M/WBE)		97,500	97,500
AEKO Consulting - Custom Project Services (Local DBE Vendor)		116,250	116,250
Total One-Time Fees	$470,928	$1,151,800	$1,622,728

Recurring Fees (Annual Support / Maintenance Fees)	1st Year
IFAS Application Software	$108,121
Third Party Software	Included in ASP
Total Recurring Fees	$108,121

LICENSE FEES, TRAINING AND CONVERSION

200 Concurrent User License

Phase	IFAS Module Pricing (Integrated Finance & Administrative Modules)	License Fee	First Year Support Fee	Training & Conversion Subtotal	Total Fees	Distance Learning	Class Hours @ SunGard	Class Hours @ Client	Conversion Hours	Task Hours	Total Hours
1	General Ledger	$68,306	$12,295	$36,000	$116,601	64	32	40	64	40	240
1	NUCLEUS Security	9,758	1,756	4,800	16,314	8	0	24	0	0	32
1	Accounts Payable/Encumbrance	17,564	3,162	13,500	34,226	24	6	4	56	0	90
1	Accounts Receivable/Cash Receipts	17,564	3,162	9,600	30,326	16	4	4	40	0	64
1	Bank Reconciliation	9,758	1,756	10,800	22,314	8	0	16	16	32	72
1	Person/Entity Database (Vendor Database)	9,758	1,756	8,700	20,214	16	6	4	32	0	58
1	Job/Project Ledger	31,714	5,709	4,800	42,223	16	8	8	0	0	32
1	Budget Item Detail	16,296	2,933	4,800	24,029	0	0	16	16	0	32
1	Purchasing	25,273	4,549	13,500	43,322	24	6	4	56	0	90
1	Fixed Assets	15,906	2,863	5,400	24,169	16	0	0	20	0	36
1	Stores Inventory (Warehouse)	31,714	5,709	12,000	49,423	32	0	0	32	16	80
1	Click, Drag, & Drill (Report Writer)	24,395	4,391	9,600	38,386	0	32	32	0	0	64
1	Easy Laser Forms (ELF)	7,319	1,317	7,200	15,836	0	0	0	0	48	48
1	Graphical User Interface	41,959	7,553	3,600	53,112	0	0	24	0	0	24
2	Payroll (includes web-based timecards)	42,447	7,640	36,750	86,837	133	24	24	40	24	245
2	Human Resources and Position Control	42,447	7,640	34,950	85,037	85	24	24	80	20	233
2	Position Budgeting	12,002	2,160	14,400	28,562	0	0	72	0	24	96
1	Project Allocation	25,273	4,549	7,200	37,022	0	0	48	0	0	48
3	Contract Management	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Bid & Quote Management	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Employee Online	20,492	3,689	12,600	36,781	0	0	32	0	32	84
3	Applicant Online	20,492	3,689	0	24,181	0	0	0	0	0	0
3	Grants Management	20,549	3,699	8,400	32,648	0	0	56	0	0	56
3	Work Order Management	21,956	3,952	3,600	29,508	0	0	24	0	0	24
1	CDD.net (web-based reporting)	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Image Enabler (ICR not included)	Included	2,163	6,000	8,163	0	0	40	0	0	40
1	Workflow Engine	Included	Included	6,000	6,000	0	0	40	0	0	40
2	Substitute Time Module	8,000	1,440	4,800	14,240	0	0	32	0	0	32
	Subtotal	$588,660	$108,121	$286,200	$982,981	442	142	616	452	256	1,908
	Educational / ASP Discount (20%)	-117,732			-117,732						
	Net Total	$470,928	$108,121	$286,200	$865,249						

SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

CUSTOM PROFESSIONAL SERVICES

SUNGARD BI-TECH - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	M/WBE Vendor
Account Manager @ SunGard BI-Tech	N/A	Fixed Fee	10,000	
On-Site Accounting Consultant	150	500	75,000	
On-Site Financial/Disbursements Consultant #1	150	800	120,000	
HR / Payroll Consultant(s)	150	1920	288,000	
Reporting Consultant (custom report development)	150	160	24,000	
Interface Development (Estimated)	150	200	30,000	
Software Installation & Technical Training / System Level Setup	150	88	13,200	
Undefined Special Needs Consulting	150	200	30,000	
Live Assistance and Post-Implementation Support	150	175	26,250	
Potential Software Modifications (Estimated)	150	236	35,400	
Total SunGard BI-Tech - Custom Project Services		4,279	651,850	

SCHAFER AND ASSOCIATES - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	M/WBE Vendor
On-Site Financial/Disbursements Consultant #2	150	350	52,500	Y
End-User Training Assistance	150	300	45,000	Y
Total Schafer and Associates - Custom Project Services		650	$97,500	

AEKO - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	Local M/DBE Vendor
Custom Documentation/Procedures Development	150	225	33,750	Y
Report Development / Workflow Evaluation	150	250	37,500	Y
End-User Training Assistance / Post Live Assistance	150	300	45,000	Y
Total AEKO - Custom Project Services		775	$116,250	

B-1. PAYMENT SCHEDULE

B-1.1. Due upon execution of the IFAS Software License Agreement and the delivery of the Software and reference manuals.

30% of all applicable IFAS License Fees	$ 141,278.40
100% of Fixed Fee Services for Account Management	10,000.00

If applicable, 100% of the sales/use tax due on the taxable amount for the entire Agreement.

B-1.2. Due on November 1, 2001

40% of all applicable IFAS License Fees	$ 188,371.20
100% IFAS Maintenance	108,121.00

B-1.3 Due on December 31, 2001

30% of all applicable IFAS License Fees	$ 141,278.40

B-1.4 Due monthly as services are performed.

100% of Professional Service Fees (excluding Fixed Fee Services)	$ 1,141,800.00

B-2. PAYMENT TERMS

B-2.1 License Fees. Customer shall pay to SunGard license fees in the amount stated in Schedule A, in accordance with the Payment Schedule and Terms stated herein.

B-2.2 Annual Support Agreement. Upon the initial Software installation, Customer shall pay annual Software support fees (as described in Schedule E herein) in the amount stated on Schedule A (which fees shall not be reduced or increased based on the extent of use or lack of use of any module) as increased from year to year as follows: Support fees will be subject to increase annually in accordance with the increases in the percentage of the San Francisco Regional Office CPI Adjustment published by the U.S. Department of Labor and Statistics with the prior year as the baseline plus two percent (2%).

B-2.3 Professional Services.

(a) Fixed Fee Services for Account Management as per D-3.1(e). SunGard's Account Manager services shall be provided by SunGard on a one-time fee basis and not on a charge-by-the-hour basis. Payment of the one-time Account Manager fee shall be paid as provided in B-1.1.

(b) Other Professional Services. SunGard will deliver those services identified in Schedule A and further described in Schedule D. If the Customer desires services from SunGard or its Subcontractors, which are not identified in Schedules A or D, then the Customer shall have the option of purchasing additional services from SunGard at SunGard's professional services fee rates which are in effect at that time. Professional services shall be invoiced monthly as services are rendered.

B-2.4. **Expense Reimbursements.** Whenever any services are provided by SunGard or its Subcontractors at a Customer location or any other location requested by Customer other than one of SunGard's locations, Customer shall reimburse SunGard for its reasonable travel (including travel from origination points other than SunGard's headquarters location), lodging, meal and related expenses incurred by SunGard personnel in providing such services. Airfares shall be coach or economy. Meals (including tips) will average no more than $35.00 per day. Ground transportation may include rental cars (intermediate or economy), bus, taxi/shuttle (including tips) and/or personal car mileage (at current IRS rate). Lodging arrangements will be made with safety, cost, proximity to the Customer, and reputation of the facility in mind. Items of a personal nature will not be charged to the Customer, such as, but not limited to; alcoholic beverages, medications, personal entertainment, health club facilities, spouse/companion travel, traffic violations, and telephone calls not related to the Customer.

The Customer will be provided with a copy of the Traveler's expense report; however copies of receipts will not be provided without an additional handling charge.

B-2.5. **Additional Concurrent Users.** If Customer elects to increase the number of Concurrent Users of the Software, then Customer shall pay to SunGard the then current rates in effect for such additional Software use and the associated software support.

B-2.6. **Taxes.** The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to Customer, the license granted under this Agreement or the services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse SunGard for any such taxes payable or collectable by SunGard.

B-2.7. **Amounts Due.** Initial payments under this Agreement are due as per this Schedule B Section B-1. Future annual maintenance fees shall be invoiced by SunGard annually in advance. All other fees and all expense reimbursements shall be invoiced by SunGard as and when incurred. Customer's payments shall be due within thirty (30) days after receipt of invoice. Interest at the rate of eighteen percent (18%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue on any undisputed amount not paid by Customer to SunGard when due under this Agreement, and shall be payable by Customer to SunGard on demand. Interest on amounts, which are in dispute, shall be suspended until the issue in dispute is resolved as per Section 5.6 of this Agreement. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable, including license fees paid for third party products.

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SCHEDULE C
TO SOFTWARE LICENSE AGREEMENT
Scope of Software Use, Limitations, and Notices

C-1. **LIMITED CONCURRENT USERS**
Software use is limited by the number of Concurrent Users named in Schedule A and defined in Section 1, as amended from time to time.

C-2. **LIMITED TO CUSTOMER'S OWN USE**
The Software licensed under this Agreement is for use by the Customer on the Customer's computers for its own internal processing. Customer shall not use the Software to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise.

C-3. **TERM OF SOFTWARE LICENSE**
The Software License granted herein shall continue from year to year so long as Customer is paying Annual Support fees as per Schedule B.

C-4. **NOTICES AND CERTIFICATIONS**
Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying that Customer has complied and is then in compliance with the Software Use Limitations of this Agreement. Customer shall give written notice to SunGard (and pay added user fees as applicable) if Customer exceeds the authorized number of Concurrent Users.

   (a)   SunGard may, at its expense and by giving reasonable advance written notice to Customer, enter Customer locations during normal business hours and audit the number of Concurrent Users of the Software, and other information pertaining to Customer's compliance with the provisions of Section 2 and Section 5 and this Schedule C. If SunGard discovers that there is an unauthorized number of Concurrent Users or that Customer is not in compliance with the provisions of Sections 2 and 5 and Schedule C in any material respect, then Customer shall reimburse SunGard for the expenses incurred by SunGard in conducting the audit.

   (b)   If the Customer violates the terms of Section 2 or Section 5 or this Schedule C, SunGard shall have the right, in addition to any other remedies available to them, to injunctive relief enjoining use of the Software and termination of this Agreement.

C-5. **CUSTOMER INITIATED PROCUREMENT**
Should the Customer enter a new procurement cycle, which requires a proposal and/or demonstration of Software licensed by this Agreement, Customer agrees to pay re-licensing fees if Customer's evaluation results in the continuing use of Software.

D-1   TIMELINE

Both SunGard and the Customer will participate in the creation of a detailed implementation plan during the first eight weeks after the execution of this Agreement. This jointly created implementation timeline shall establish goal dates for live use of the Software and the staff resources to be provided by Customer and SunGard. The Parties acknowledge that substantial implementation effort from Customer and from SunGard are required to complete the implementation. The quantity of implementation staff resources provided by SunGard are dependent upon the amount of staff resources provided by Customer. To assist with this implementation, SunGard will provide Professional Services beyond those listed in Schedule A at a fixed rate of $150.00 per hour (excluding Project Management services) and $188.00 per hour for Project Management services, for the first 18 months after the execution of this Agreement.

D-2   SCOPE OF WORK (General Obligations)

The implementation of Software is to be completed by shared effort from SunGard and from the Customer, which includes but is not limited to the following:

D-2.1. SunGard's primary roles are to:

(a)   Provide the Software and install the Software on the Customer's computer server;

(b)   To provide data conversion programming as identified in Schedule A (no programming for software modification is included);

(c)   To provide consulting and training services as identified in Schedule A to assist the Customer in its configuration and use of the Software;

(d)   Provide on-going Issue Resolution and Software Update Support as per Schedule E.

D-2.2. The Customer's primary roles are to:

(a)   Provide the infrastructure to support the Software (e.g. Client PCs and Network);

(b)   Provide specifications to enable SunGard to fulfill its duties for data conversion programming, or consulting support identified in Schedule A;

(c)   Provide adequate training facilities during the implementation;

(d)   Configure the Software to the Customer's own specification;

(e)   Test the Software configuration for accuracy;

(f)   Operate the Software for its own business practices within the parameters of this Agreement.

D-3.   SCOPE OF WORK (Specific Obligations)

D-3.1. SunGard's Specific Obligations.

(a)   Delivery of Software and Services. SunGard shall deliver the Software and Documentation, and the Customer shall accept such delivery, FOB shipping point, within thirty (30) days of the execution of this Agreement.

(b)   Software Installation. SunGard will provide installation of the Software on the Customer's ASP UNIX Server located at SunGard's facility in Chico, CA. SunGard will install Software, including Third Party software listed on Schedule A on one UNIX server, one NT server, and two client PCs. The Customer will do Software installation on other PCs.

(c)   Training and Consulting.

1.   Distance Learning. SunGard will deliver training and consulting by Distance Learning, or by classes held at SunGard (Class Hours) or by consulting at the Customer's location (On-Site Hours). Schedule A identifies the allocation of training and consulting among the three delivery methods. Schedule A also identifies the Conversion Hours, and Task Hours which are included in this Agreement.

Distance Learning sessions shall be delivered remotely via teleconferencing. Each Distance Learning session shall consist of a two (2) hour remote training (plus approximately 45 minutes set-up/follow-up) beginning with a call from the Customer. Classes held at SunGard (except the Accounting Consultation and the Payroll/Human Resource Overview) are limited to three attendees. Additional students may attend classes at SunGard on a space-available basis at the then current training rate. Students from at least two other customers will be present in class at SunGard. Classes held at Customer's location should be limited to 10 students, and each should have a training workstation.

2.   Training Through Certified Subcontractors. SunGard, at its option may provide training or consulting personnel through certified sub-contractors. SunGard will assume responsibility to assure the same level of competency is available to Customer whether training or consulting is provided by SunGard or by a certified sub-contractor. If Customer is not satisfied with the technical competence of SunGard's assigned trainers, they may request a different trainer.

3.   The allocation of training between Distance Learning, Training at SunGard, Task Hours, and Training at the Customer location may be adjusted from one category to another, by SunGard as may be in the best interest of a successful implementation.

(d)   The initial implementation includes only those services listed in Schedule A. If software modifications or other direct labor outside the scope of Schedule A are needed they shall be provided at SunGard's rates then in effect. However, the Agreement does include SunGard services to develop two report definition files: one for the Balance Sheet and one for the Income Statement. The allocation of time to provide forms for purchasing, accounts payable, payroll, cash receipts, and accounts receivable assumes that the forms used will be standard forms selected from SunGard's standard book of forms.

(e)   Account Management. An Account Manager stationed at SunGard shall be assigned to coordinate all SunGard related implementation activities.

(f)   Consulting and Other Services. At Customer's reasonable request and subject to the availability of SunGard's personnel, SunGard shall provide to Customer consulting services, custom modification programming, support services relating to custom modifications, assistance with data transfers, system restarts and re-installations, and other specialized support services with respect to the Software. These services shall be provided by SunGard at SunGard or at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary. Such services shall be offered at the then current professional services rates in effect.

D-3.2. Customer's Specific Obligations

(a) Procurement of Hardware. Customer intends to contract with SunGard for ASP Services (Application Hosting Services). If Customer does not contract with SunGard for ASP Services, then Customer shall be responsible, at its expense, for procuring and maintaining adequate hardware and system software and for updating the hardware and system software as may be needed from time to time.

(b) Access to Facilities and Employees. Customer shall provide to SunGard access to Customer's equipment and employees, and shall otherwise cooperate with SunGard, as reasonably necessary for SunGard to perform its installation, training, support and other obligations under this Agreement. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to (a) implement the Software, (b) be trained in the use of the Software and (c) begin using the Software in production on a timely basis as contemplated by this Agreement.

(c) Customer Staff Roles and Responsibilities. Customer will provide competent staff as identified by the titles below:

1. Project Manager
2. Accountant—General Ledger
3. Accountant—Subsystems
4. Payroll Specialist
5. HR Specialist
6. Programmer/Analyst—Specifications for conversion
7. Network Administrator—Network Management
8. Data Entry—for historical data not programmatically converted.

Primary tasks for that Customer staff identified in this Section are listed below:

1. Manage installation and operation of hardware and network
2. Perform third party software and SunGard provided Software configuration
3. Document software configuration
4. Test software configuration
5. Provide written specifications (e.g. Data Conversion, etc.)
6. Provide flat files of any data to be converted by SunGard
7. Validate and test any converted data
8. Core implementation team to become functional experts
9. Core implementation team to train all end users
10. Test all system processing before live operation

(d) Customer Facility. Customer shall provide a suitable training environment for system training classes held at Customer's location including Distance Learning training. Customer shall provide an Internet connection (at least 128 kilobytes of bandwidth) and a conference phone which will be dedicated to Distance Learning.

SCHEDULE E
TO SOFTWARE LICENSE AGREEMENT
Annual Support Agreement
(Remote Assistance, and Software Updates)

E-1.   CUSTOMER ASSISTANCE

E-1.1.   Remote Assistance. SunGard shall provide to Customer, from 5a.m. to 5p.m. PT, Monday through Friday (SunGard Holidays excepted), telephone, fax, and e-mail supported assistance regarding Customer's authorized use of the Latest Software Update. Customer agrees to attempt to locate information provided in Documentation prior to use of Remote Assistance. In addition, SunGard shall provide self service-based assistance via SunGard's Technical Support Web Page.

E-1.2.   Resolution Assistance. Customer shall provide to SunGard reasonably detailed documentation and explanation of issues to be resolved, together with underlying data, to substantiate any problem or failure and to assist SunGard in its efforts to diagnose, reproduce and correct the problem or failure.

E-1.3.   Non Software Assistance. Non Software Assistance requests (e.g. requests for assistance with hardware, operating systems, database management systems, networks, printer configuration, etc.) are outside the scope of this Annual Support Agreement. However, at Customer's request, Non Software Assistance may be provided on a time and materials basis, as available, at the sole discretion of SunGard.

E-2.   SOFTWARE UPDATES

E-2.1.   Software Updates. SunGard shall provide to the Customer Software Updates for UNIX server based Software via Hassle Free Support™ (HFS). HFS means that SunGard will log-on to Customer's designated UNIX server, with authorization from Customer, and load the UNIX server-based Software Update into a single Account for the Customer. If Customer utilizes SunGard's ASP Service, then SunGard will log-on to Customer's ASP Server, with authorization from Customer, and load the UNIX server-based Software Update into two Accounts (Production Account and Test Account) for the Customer. HFS is strictly Internet delivered. Therefore, the exchange of magnetic/optical media for UNIX server-based Software Updates is not available. If SunGard, in its sole discretion, determines that delivery of the UNIX server based Software Update via Internet is not practical, then Customer will receive magnetic/optical media along with instructions on assisting SunGard in applying the UNIX server based Software Update. For Software Updates for Windows™ based Software, media will be sent to Customer, including Customer loading instructions. Software Updates shall be accompanied by updates to the Documentation on optical media whenever SunGard determines, in its sole discretion, that such updates are necessary. Customer agrees to accept Software Updates as they become available and to remain current on the Latest Software Update. In addition, between Software Updates, service packs may be available for Customer download and installation. For those Customer's that choose not to utilize the HFS method of Software Update delivery, the Software Updates are available for download by the Customer from SunGard's FTP site.

E-2.2.   From time to time new optional features may be added to the Software as a result of a Software Update. Optional features may require the use of third party software or hardware. Customer shall have the option to procure or not to procure such third party products to enable such optional features.

E-2.3.   The Customer agrees to maintain, for the duration of this Agreement, an Internet connection (consisting of FTP and TELNET allowing SunGard access to Customer's server system) to facilitate Software Updates and remote support of the UNIX server based. Software and to maintain remote control software (as specified by SunGard) to support the Windows™ based Software. Security will be based upon SunGard's unique IP address. If, after a good faith effort, Customer cannot maintain an Internet connection, then SunGard will provide Software Updates to Customer on magnetic/optical media. Customer agrees to maintain at least a 33600 baud modem connection and to make available competent personnel to assist SunGard in transferring the Software Updates to the server. Customer assistance may be required during non-standard work hours, such as evenings, weekends and/or holidays. A nominal handling charge will apply to cover the cost of the media and shipping charges.

E-2.5.   SunGard shall provide Customer with Software Updates to maintain the compatibility of the Software with new releases of the operating system under which the Software is licensed.

E-2.6.   This Agreement specifically does not include any custom modifications to the Software. — — —

E-2.7.   Any modifications not made by SunGard, and the results caused thereby to the Software shall be the sole responsibility of the Customer.

E-2.8.   SunGard will use commercially reasonable efforts to provide Software Updates to cause the Software to continue to conform to GASB and GAAP requirements, and to maintain accurate Federal and State payroll tax tables (as published by the taxing authorities) and their related calculation processes. In the event that original programming is required to meet any other mandated Software change (including State, Federal, or Local mandated changes), the development costs will be borne by all Customers who utilize that Software change. — — —

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent

August 15, 2001

To: Board of Education

From: Dennis K. Chaconas, Superintendent
Philip D. White, Deputy Superintendent

Subject: **Agreement for a 200 Concurrent User IFAS Software License Agreement and Application Support Provider Addendum including the Implementation and Conversion from the District's present Information Management Systems with SunGard Bi-Tech Inc.**

ACTION REQUESTED
Authorize the President and Secretary of the Board to enter into and execute a Software License Agreement and an Application Support Provider Addendum with SunGard Bi-Tech Inc. for a Software License, implementation and conversion of the District's present information management systems in an amount not to exceed $2,257,938. The term of this Licensing Agreement shall commence on approximately October 1, 2001 or upon installation of the Bi-Tech software and shall continue from year to year so long as the District has an active maintenance agreement. Implementation and Conversion to Bi-Tech software is scheduled to be completed 18 months after the contract is executed.

BACKGROUND
SunGard Bi-Tech Inc. (Bi-Tech) was selected by means of a formal Request for Proposal (RFP) process whereby RFP's were sent to all firms that met the California Department of Education's compliance requirements for Standardized Account Code Structure (SACS) and Government Accounting Standards Board (GASB) 34. Respondents were given 28 days to prepare and submit the RFP response. A total of 13 companies attended a required pre-RFP submittal meeting at Oakland Unified School District. Two firms submitted timely RFP's, while another firm was disqualified for submission of RFP after the deadline. The two firms that submitted a RFP were National Computer Systems (NCS) and SunGard Bi-Tech Inc.

Demonstrations were conducted by NCS on May 18 and Bi-Tech on May 24 and 30, 2001. More than 20 Oakland Unified School District staff members attended the demonstrations with representatives from Technology Services, Human Resources, Payroll, Budget, Accounts Payable, Accounting, Food Services, Facilities and Purchasing Departments. All but two of the 15 evaluation sheets strongly favored selecting Bi-Tech. The two that did not select Bi-Tech chose not to recommend a vendor.

Bi-Tech offers two delivery options: In-House hosted on the District's hardware and supported by District personnel or secondly, via an Application Service Provider (ASP) program whereby Bi-Tech manages and hosts the software on Bi-Tech's hardware in Chico, California. The ASP option was selected as it would allow District staff to focus on implementing the integrated software applications without encountering programming or local hardware obstacles and allowing Technology Services to concentrate on the implementation of the new integrated software applications and upgrading the District's student data system. The District's primary systems computer, an IBM AS 400 presently is operating at nearly 99% utilization and needs to be upgraded before it can reasonably handle any additional or new software. Under its current load, the District's AS 400 is subject to slowdowns and delays. By selecting the ASP approach, once the full conversion to the Bi-Tech system is completed, the strain on the AS 400 can be dramatically reduced. SunGard Bi-Tech has been providing ASP services to its customers for over 6 years. To date 19 customers use the ASP service and no customers have discontinued the ASP service since the program's inception.

The District will have unlimited access to Bi-Tech's 1-800 helpdesk support line. In addition, the District will contractually receive periodic software updates to enhance the product and to maintain compliance with GAAP and GASB guidelines

DISCUSSION

The transition from Oakland Unified School District's present business, accounting and human relations software system is no longer something desirable, it is a necessity. The present system is a hybrid of two software applications that is inadequate to handle the decentralization to site-based decision-making and in the case of the Organizational Budgeting and Reporting System (OBARS), the software is no longer technically supported by the software developer. The District's Technology Services staff has done a remarkable job of keeping the software operational, but despite their efforts, the limitations of OBARS and the absence of an integrated human resources component makes the system inadequate and highly inflexible to meet the complex needs of a large school district.

The FCMAT Report recommends that Oakland Unified School District purchase an integrated software system to meet the needs of all the District's constituents. FCMAT emphasized the importance of a system that addresses the needs of Human Resources, Business Services, the Community and the School Sites. In order to implement a site based management model, a fully integrated Financial Management System must be in place so that all sites have access to the human resources and all the business services in a user friendly platform. Likewise, central administration must have the information concurrently to analyze and monitor the activities of sites to ensure compliance and maintain fiscal solvency. A component of the conversion from the present system to Bi-Tech's Integrated Financial and Administrative Solution (IFAS) is the reviewing and designing of policies and procedures to streamline our internal processes while implementing site based decision making.

Any software that would be recommended for adoption must address the following essential elements:

1. Software system must be fully integrated;
2. Site/Program level managers must be able to use with minimal training;
3. Staff and Management must be supportive of the change;
4. System must be fully operational in large California school districts;
5. Information to sites must be web-based and user friendly;
6. System must meet California's new standardized account code structure;
7. System must accommodate PERS and STRS.

Bi-Tech's IFAS software met the above criteria and is designed for large school districts that have unique or special needs.

RECOMMENDATION

Authorize the President and Secretary of the Board to enter into and execute a Software License Agreement and an Application Support Provider Addendum on behalf of the District with SunGard Bi-Tech Inc. for the acquisition and implementation of Bi-Tech's Integrated Financial and Administrative Solution (IFAS).

FUNDING SOURCE

General Fund (License and Maintenance Agreement) and Certificates of Participation.

ATTACHMENT

Software License Agreement, Application Support Provider Addendum and additional background documents.

DKC/PDW/paj
Board SunGard Bi-Tech IFAS

SOFTWARE LICENSE AGREEMENT

BETWEEN

SunGard Bi-Tech Inc.
a Delaware Corporation
with Headquarters at:
890 Fortress Street
Chico, CA 95973

ORIGINAL

("SunGard")

AND

Oakland Unified School District
1025 2nd Ave
Oakland, CA 94606

("Customer")

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Schedules and Addenda to this Agreement.

[SunGard]	[Customer]
BY:	BY:
PRINT NAME: Bruce E. Langston	PRINT NAME: Jason Hodge
PRINT TITLE: V.P. Finance	PRINT TITLE: President, Board of Education
DATE SIGNED: 8/7/01	DATE SIGNED: 8/28/01

Edgar Rakestraw, Jr.
Deputy Secretary, Board of Education
8/28/01

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _____
ROY A. COMBS, Attorney at Law
General Counsel

1. DEFINITION OF TERMS

As used in this Agreement, the following terms have the following meanings:

(a)   "Account" means a single and unique combination of database and Software.

(b)   "Affiliate" means, with respect to a specified person, any person which directly or indirectly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect.

(c)   "Confidential Information" means all business information disclosed by one party to the other in connection with this Agreement unless it is or later becomes publicly available through no fault of the other party or it was or later is rightfully developed or obtained by the other party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include Customer's data and the details of Customer's computer operations and shall include SunGard's Proprietary Items. Confidential Information shall include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the parties hereto or the identity of the products licensed under a Software Schedule.

(d)   "Concurrent User" means the highest total number of users making simultaneous use of the Software at any time during a calendar year period, whether use is via modem, direct connection, LAN connection, or via the Web.

(e)   "Copy" means any paper, disk, tape, film, memory device, or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f)   "Documentation" means technical manuals, training manuals, user guides, and workbooks provided by SunGard to assist Customer with the use of Software.

(g)   "Execution Date" means the latest date shown on the signature line of this Agreement.

(h)   "Export Laws" means all laws, administrative regulations, and executive orders of any Applicable Jurisdiction relating to the control of imports and exports of commodities and technical data, software and related property, use or remote use of software and related property, or registration of this Agreement, including the Export Administration Regulations of the U.S. Department of Commerce, and the International Traffic in Arms Regulations of the U.S. Department of State. "Applicable Jurisdiction" means the U.S., and any other jurisdiction where any Proprietary Items will be located or from where any Proprietary Items will be accessed under this Agreement.

(i)   "including" means including but not limited to.

(j)   "Latest Software Update" means those Software Updates which SunGard has made generally available to it's Customer's within the preceding twelve months.

(k)   "New Module" means a set of functionality available to be licensed to Customer by SunGard which was not previously licensed to Customer.

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(l) "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, cooperative, trust, estate, government, governmental agency, regulatory authority, or other entity of any nature.

(m) "Proprietary Items" means, collectively, the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Software or Documentation, all derivative works based upon any of the foregoing, and all copies of the foregoing.

(n) "Software Update" means Software modifications, revisions and updates to the Software which SunGard, in its sole discretion, incorporates into the Software as a Software Update per Schedule E as part of Annual Support Agreement.

2. LIMITED LICENSE

2.1. **Grant.** SunGard grants to Customer a non-transferable, non-exclusive, limited-scope, license to use SunGard's proprietary application software identified in Schedule A of this Agreement, known as IFAS, hereinafter referred to as ("Software"). SunGard further grants the right to use the documentation associated to the Software, hereinafter referred to as ("Documentation"), as the Software and Documentation may be modified, revised and updated in accordance with this Agreement.

2.2. **Scope.** Customer may use the Software as provided in this Agreement, only in the ordinary course of its own business operations and for its own business purposes and within the limitations identified in Schedule C. Customer may copy and use the Software for inactive back-up or archival purposes, for disaster recovery purposes and for parallel testing. Customer may copy the Documentation to the extent reasonably necessary for use of the Software under the terms of this Agreement.

2.3. **Source Code.** Customer shall receive one copy of the source code which shall reside with the Customer for the Term of this Agreement for the sole purpose of aiding SunGard in performing its maintenance and support obligations as set forth herein. Customer is strictly prohibited from copying, distributing, modifying or using the source code for any purpose.

3. SOFTWARE ACCEPTANCE

3.1. **Acceptance.** SunGard shall give written notice to Customer certifying that installation of the Software at the Initial Installation Site(s) is completed. Customer shall be deemed to have accepted the Software thirty (30) days after receiving SunGard's notice, unless, during that period, the Software fails to perform in accordance with the Documentation in some material respect that precludes acceptance of the Software by Customer, and, by the end of that thirty (30) day period, Customer gives written notice of non-acceptance to SunGard describing the material failure in reasonable detail and explaining why the failure precludes acceptance of the Software by Customer. If Customer gives a proper notice of non-acceptance to SunGard, then:

(a)   SunGard shall investigate the reported failure. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate the failure and to assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure.

(b)   If there was no material failure to perform or the failure to perform was not attributable to a defect in the Software or an act or omission of SunGard, then SunGard shall give written notice to Customer explaining its determination in reasonable detail, and Customer shall be deemed to have accepted the Software as of the date of SunGard's notice. In the event SunGard determines, that the reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at the then current professional service rates in effect.

(c)   If there was a material failure to perform that was attributable to a defect in the Software or an act or omission of SunGard, and if SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the Software and Documentation and any other items delivered to Customer by SunGard, and SunGard shall then refund to Customer the license fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day acceptance period shall begin in accordance with this Section 3.1.

4.   WARRANTIES AND LIMITATIONS

4.1.   Performance. SunGard warrants to Customer that the Software will perform as described in the Documentation in all material respects for a period of one year from the date of initial installation.

4.2.   Right to License; No Infringement. SunGard warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States patent, copyright, trade secret or other proprietary right of any person. SunGard shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. SunGard shall have no liability or obligation under this Section 4.2 unless Customer gives written notice to SunGard promptly (within ten (10) days, provided that later notice shall relieve SunGard of its liability under this Section 4.2 only to the extent that SunGard is prejudiced by such later notice) after any applicable infringement claim is initiated against Customer and allows SunGard to have sole control of the defense or settlement of the claim. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, then SunGard shall have the option, at its expense, to:

(a) modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the infringing part of the Software or Documentation; or

(c) remove all or the infringing part of the Software or Documentation, and refund to Customer the corresponding portion of the initial license fee paid by Customer to SunGard under Schedule B.

4.3. **Customer Infringement.** Customer warrants to SunGard that Customer has the full legal right to grant to SunGard the right to use the ideas, methods, formulae, concepts, designs, plans, specifications and other materials provided by or on behalf of Customer for use in developing and/or incorporated into the Software or the Documentation ("Customer Material") and that the Customer Material does not infringe upon any United States patent, copyright, trade secret or other proprietary right of any Person. Customer shall indemnify and defend SunGard against any third party claim to the extent attributable to a violation of the foregoing warranty or any third party infringement of a United States patent, copyright, trade secret or other proprietary right of any Person to the extent resulting from a modification of the Software or Documentation by Customer or any third party which gains access to the Proprietary Items of SunGard through Customer.

4.4. **Exclusion for Unauthorized Actions.** SunGard shall have no liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with other software, any use of any version of the Software other than the Latest Software Update that is then generally available to SunGard's customer base, or any breach of this Agreement by Customer.

4.5. **Force Majeure.** Except with respect to breach of confidentiality and except with respect to Customer's payment obligations hereunder, neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTY OF TITLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT.

4.7. **Limitation of Liability.**

(a) EXCEPT FOR INDEMNIFICATION UNDER SECTION 4.2, SUNGARD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO

CIRCUMSTANCES EXCEED THE INITIAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS AGREEMENT.

(b)   UNDER NO CIRCUMSTANCES SHALL SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE.

(c)   CUSTOMER AND SUNGARD HAVE FREELY AND OPENLY NEGOTIATED THIS AGREEMENT INCLUDING THE PRICING TERMS IN THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

4.8.   Other Limitations. The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its affiliates, its customers or any other persons. Under no circumstances shall any other person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement. Customer shall have no rights or remedies against SunGard except as specifically provided in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim.

5.   CONFIDENTIALITY, OWNERSHIP AND RESTRICTIVE COVENANT

5.1.   Disclosure Restrictions. All Confidential Information as defined in Section 1, of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. One party's Confidential Information shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement, or except as required by law, provided that the other party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees whose responsibilities require such use or access. The Receiving Party shall advise all such employees, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees or any other person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party.

5.2.   SunGard's Proprietary Items, Ownership Rights. The Proprietary Items, as defined in Section 1, are trade secrets and proprietary property of SunGard, having great commercial value to SunGard. All Proprietary Items provided to Customer under this Agreement are being provided on a strictly confidential and limited use basis. Customer shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any person, or permit any person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall

remain exclusively with SunGard, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Customer by virtue of this Agreement. All copies of Proprietary Items in Customer's possession shall remain the exclusive property of SunGard and shall be deemed to be on loan to Customer during the term of this Agreement.

5.3. **Proprietary Restrictions.** Customer shall not do, attempt to do, nor permit any other person to do, any of the following:

(a) use any Proprietary Item for any purpose, or in any manner not specifically authorized by this Agreement; or

(b) make or retain any copy of any Proprietary Item except as specifically authorized by this Agreement; or

(c) create or recreate the source code for the Software, or re-engineer, reverse engineer, decompile or disassemble the Software; or

(d) modify, adapt, translate or create derivative works based upon the Software or Documentation, or combine or merge any part of the Software or Documentation with or into any other software or documentation; or

(e) refer to or otherwise use any Proprietary Item as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Software to compete with SunGard; or

(f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any copy of any Proprietary Item made by Customer; or

(g) sell, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item, whether on Customer's behalf or otherwise.

5.4. **Notice and Remedy of Breaches.** Each party shall promptly give written notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.5. **Enforcement.** Each party acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the other's legitimate business interests. Each party acknowledges that any breach of any of the provisions of this Section 5 shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action which a party or any other person may have against the other shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 5.

5.6. **Dispute Resolution Language**

    (a)   Either party may, upon notice to the other party, declare a dispute. Within ten (10) days after a dispute is declared, senior management of the parties not involved in day to day operations related to this Agreement shall meet and attempt to resolve the dispute. If, after using diligent efforts, the parties are unable to resolve the dispute within ten (10) days, either party, upon notice to the other party, may declare an impasse.

    (b)   Arbitration. Ten (10) days after declaration of an impasse, either party may file a demand for arbitration under the rules then prevailing of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided, that if the parties cannot agree on the choice of arbitrator within ten (10) days after the first party seeking arbitration has given written notice, then the arbitration shall be heard by three (3) arbitrators, one chosen by each party, and the third chosen by those two arbitrators. A hearing on the merits of all claims for which arbitration is sought by either party shall be commenced not later than sixty (60) days from the date demand for arbitration is made by the first party seeking arbitration. The arbitrator (s) must render a decision within ten (10) days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and judgement thereon may be entered in any court of competent jurisdiction.

    (c)   Applicable Law. The arbitration shall be governed by the United States Arbitration Act. The arbitrators shall apply the substantive law of the State of California. The arbitrators shall have the authority to grant any legal remedy available had the parties submitted the dispute to a judicial proceeding.

    (d)   Situs. If arbitration is required to resolve any disputes between the parties, the proceedings to resolve the dispute shall be held in a neutral County in California.

    (e)   This provision shall not be construed to prevent a party from instituting and a party is authorized to institute formal proceedings to avoid the expiration of any applicable limitation periods.

6. TERMINATION

6.1. Termination by Customer.
Customer may immediately terminate this Agreement, by giving written notice of termination to SunGard, upon the occurrence of any of the following events:

(a) SunGard breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (or such other time period as may be reasonable under the circumstances) after Customer gives written notice to SunGard describing the breach in reasonable detail.

(b) SunGard (or a surviving company in the event of a merger or sale of SunGard) dissolves or liquidates or otherwise discontinues substantially all of its business operations. Notwithstanding the foregoing, SunGard reserves the right to outsource professional services which will not be deemed grounds for Customer termination hereunder.

6.2. Termination by SunGard.
SunGard may immediately terminate this Agreement, by giving written notice of termination to Customer, upon the occurrence of any of the following events:

(a) Customer fails to pay to SunGard, within thirty (30) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a good faith dispute.

(b) Customer breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (or such other time period as may be reasonable) after SunGard gives written notice to Customer describing the breach in reasonable detail.

(c) Customer dissolves or liquidates or otherwise discontinues substantially all of its business operations.

6.3. Certain Remedies for Nonpayment.
If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a good faith dispute in addition to all other rights and remedies which SunGard may have at law or in equity, SunGard may, in its sole discretion and without further notice to Customer, suspend performance or revoke the License granted under this Agreement until all past due amounts are paid in full.

6.4. Effect of Termination.
Upon a termination of this Agreement, whether under this Section 6 or otherwise, Customer shall: (a) discontinue all use of all Software and Documentation, (b) promptly return to SunGard all copies of the Software, the Documentation and any other Proprietary Items then in Customer's possession, and (c) give written notice to SunGard certifying that all copies of the Software have been permanently deleted from its computers. Customer shall remain liable for all payments due to SunGard with respect to the period ending on the date of termination. The provisions of Schedule B, and Sections 4 (excluding 4.1), 5, and 7 shall survive any termination of this Agreement, whether under this Section 6 or otherwise.

7. GENERAL PROVISIONS

7.1. Notice. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class certified air mail, or the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, provided that a signed written original is sent by one of the foregoing methods within twenty-four (24) hours thereafter. Customer's address for notices is 1025 2nd Ave, Oakland, CA 94606, attention Phil White. SunGard's address for notices is SunGard Software Inc., 890 Fortress Street, Chico, CA 95973, Attention: Vice President of Finance. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

7.2. Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, to the extent permitted hereby, their respective successors and assigns.

(b) Neither party shall assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except that such other party's consent shall not be required in the case of an assignment to a purchaser of or successor to substantially all of such party's business or to an affiliate of such party, provided that the scope of any license granted hereunder does not change and the assignor guarantees the obligations of the assignee. Any assignment by a party in breach of this Section shall be void.

(c) Any express assignment of this Agreement, any change in control of Customer, any acquisition of additional business by Customer shall constitute an assignment of this Agreement by Customer for purposes of this Section 7.2 ("Customer Assignment"). Customer shall give written notice to SunGard thirty (30) days prior to an Assignment certifying the expected use of the Software to process any additional business related to such Customer Assignment ("Additional Business"). If any Customer Assignment occurs, Customer may continue to process the business to the extent it existed prior to any such Customer Assignment, but Customer may not use the Software to process any Additional Business until and unless Customer has paid SunGard an Additional Business fee, to be mutually agreed to, and any use to process any Additional Business prior to the payment of such fee shall be deemed a material breach of this Agreement. Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying the actual use of the Software to process any Additional Business.

7.3. Export Laws and Use Outside of the United States. Customer shall comply with the Export Laws. Customer shall not export or re-export directly or indirectly (including via remote access) any part of the Software or Confidential Information to any country to which a license is required under the Export Laws without first obtaining a license.

7.4. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint ventures or agents.

7.5. **Entire Understanding.** This Agreement, which includes and incorporates the Schedules referred to herein, states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer.

7.6. **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

7.7. **Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.

7.8. **Headings.** Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

7.9. **Construction of Agreement.** The terms and conditions of this Agreement are the result of negotiations between the parties. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement.

7.10. **Personnel.** Neither party shall, directly or through one or more subsidiaries or other controlled entities, hire or offer to hire any programmer, trainer, or member of a data processing, customer support or conversion team of the other at any time when such person is employed or engaged by such party or during the six (6) months after such employment or engagement ends. For purposes of this provision, "hire" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

7.11. **Jurisdiction and Process.** In any action relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of California, (b) each of the parties irrevocably waives the right to trial by jury, (c) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice in accordance with Section 7.1, and (d) the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

7.12. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF STATE OF CALIFORNIA, EXCLUDING CHOICE OF LAW.

7.13. **Piggy Back Clause.** Whereas Customer has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement; therefore this Agreement may serve as the basis for similar Agreements whereby other governmental entities may contract separately with SunGard.

SUMMARY PAGE

SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

One-Time Fees	License Fees	Professional Service Fees	Total
IFAS Application Software	$470,928		$470,928
Third Party Software	Included in ASP	Included in ASP	Included in ASP
Standard Training, Data Conversion, Task Hours and Forms		286,200	286,200
SunGard Bi-Tech - Custom Project Services		651,850	651,850
Schafer and Associates - Custom Project Services (M/WBE)		97,500	97,500
AEKO Consulting - Custom Project Services (Local DBE Vendor)		116,250	116,250
Total One-Time Fees	$470,928	$1,151,800	$1,622,728

Recurring Fees (Annual Support / Maintenance Fees)	1st Year
IFAS Application Software	$108,121
Third Party Software	Included in ASP
Total Recurring Fees	$108,121

SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

LICENSE FEES, TRAINING AND CONVERSION

200 Concurrent User License

Phase	IFAS Module Pricing / Integrated Finance & Administrative Modules:	License Fee	First Year Support Fee	Training & Conversion Subtotal	Total Fees	Distance Learning	Class Hours @ SunGard	Class Hours @ Client	Conversion Hours	Task Hours	Total Hours
1	General Ledger	$68,306	$12,295	$36,000	$116,601	64	32	40	64	40	240
1	NUCLEUS Security	9,758	1,756	4,800	16,314	8	0	24	0	0	32
1	Accounts Payable/Encumbrance	17,564	3,162	13,500	34,226	24	6	4	56	0	90
1	Accounts Receivable/Cash Receipts	17,564	3,162	9,600	30,326	16	4	4	40	0	64
1	Bank Reconciliation	9,758	1,756	10,800	22,314	8	0	16	16	32	72
1	Person/Entity Database (Vendor Database)	9,758	1,756	8,700	20,214	16	6	4	32	0	58
1	Job/Project Ledger	31,714	5,709	4,800	42,223	16	8	8	0	0	32
1	Budget Item Detail	16,296	2,933	4,800	24,029	0	0	16	16	0	32
1	Purchasing	25,273	4,549	13,500	43,322	24	6	4	56	0	90
1	Fixed Assets	15,906	2,863	5,400	24,169	16	0	0	20	0	36
1	Stores Inventory (Warehouse)	31,714	5,709	12,000	49,423	32	0	0	32	16	80
1	Click, Drag, & Drill (Report Writer)	24,395	4,391	9,600	38,386	0	32	32	0	0	64
1	Easy Laser Forms (ELF)	7,319	1,317	7,200	15,836	0	0	0	0	48	48
1	Graphical User Interface	41,959	7,553	3,600	53,112	0	0	24	0	0	24
2	Payroll (includes web-based timecards)	42,447	7,640	36,750	86,837	133	24	24	40	24	245
2	Human Resources and Position Control	42,447	7,640	34,950	85,037	85	24	24	80	20	233
2	Position Budgeting	12,002	2,160	14,400	28,562	0	0	72	0	24	96
1	Project Allocation	25,273	4,549	7,200	37,022	0	0	48	0	0	48
3	Contract Management	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Bid & Quote Management	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Employee Online	20,492	3,689	12,600	36,781	0	0	32	0	52	84
3	Applicant Online	20,492	3,689	0	24,181	0	0	0	0	0	0
3	Grants Management	20,549	3,699	8,400	32,648	0	0	56	0	0	56
3	Work Order Management	21,956	3,952	3,600	29,508	0	0	24	0	0	24
1	CDD.net (web-based reporting)	15,906	2,863	2,400	21,169	0	0	16	0	0	16
3	Image Enabler (ICR not Included)	Included	2,163	6,000	8,163	0	0	40	0	0	40
1	Workflow Engine	Included	Included	6,000	6,000	0	0	40	0	0	40
2	Substitute Time Module	8,000	1,440	4,800	14,240	0	0	32	0	0	32
Subtotal		$588,660	$108,121	$286,200	$982,981	442	142	616	452	256	1,908
Educational / ASP Discount (20%)		-117,732			-117,732						
Net Total		$470,928	$108,121	$286,200	$865,249						

SCHEDULE A
TO SOFTWARE LICENSE AGREEMENT
Itemized list of Software and associated Professional Services

CUSTOM PROFESSIONAL SERVICES

SUNGARD BI-TECH - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	M/WBE Vendor
Account Manager @ SunGard Bi-Tech	N/A	Fixed Fee	10,000	
On-Site Accounting Consultant	150	500	75,000	
On-Site Financial/Disbursements Consultant #1	150	800	120,000	
HR / Payroll Consultant(s)	150	1920	288,000	
Reporting Consultant (custom report development)	150	160	24,000	
Interface Development (Estimated)	150	200	30,000	
Software Installation & Technical Training / System Level Setup	150	88	13,200	
Undefined Special Needs Consulting	150	200	30,000	
Live Assistance and Post-Implementation Support	150	175	26,250	
Potential Software Modifications (Estimated)	150	236	35,400	
Total SunGard Bi-Tech - Custom Project Services		4,279	651,850	

SCHAFER AND ASSOCIATES - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	M/WBE Vendor
On-Site Financial/Disbursements Consultant #2	150	350	52,500	Y
End-User Training Assistance	150	300	45,000	Y
Total Schafer and Associates - Custom Project Services		650	$97,500	

AEKO - CUSTOM PROJECT SERVICES	Hourly Rate	Hours	Total	Local M/DBE Vendor
Custom Documentation/Procedures Development	150	225	33,750	Y
Report Development / Workflow Evaluation	150	250	37,500	Y
End-User Training Assistance / Post Live Assistance	150	300	45,000	Y
Total AEKO - Custom Project Services		775	$116,250	

SCHEDULE B
TO SOFTWARE LICENSE AGREEMENT
Payment Schedule and Terms

B-1. PAYMENT SCHEDULE

B-1.1. Due upon execution of the IFAS Software License Agreement and the delivery of the Software and reference manuals.

30% of all applicable IFAS License Fees	**$ 141,278.40**
100% of Fixed Fee Services for Account Management	**10,000.00**

If applicable, 100% of the sales/use tax due on the taxable amount for the entire Agreement.

B-1.2. Due on November 1, 2001

40% of all applicable IFAS License Fees	**$ 188,371.20**
100% IFAS Maintenance	**108,121.00**

B-1.3 Due on December 31, 2001

30% of all applicable IFAS License Fees	**$ 141,278.40**

B-1.4 Due monthly as services are performed.

100% of Professional Service Fees (excluding Fixed Fee Services)	**$ 1,141,800.00**

B-2. PAYMENT TERMS

B-2.1 **License Fees.** Customer shall pay to SunGard license fees in the amount stated in Schedule A, in accordance with the Payment Schedule and Terms stated herein.

B-2.2 **Annual Support Agreement.** Upon the initial Software installation, Customer shall pay annual Software support fees (as described in Schedule E herein) in the amount stated on Schedule A (which fees shall not be reduced or increased based on the extent of use or lack of use of any module) as increased from year to year as follows: Support fees will be subject to increase annually in accordance with the increases in the percentage of the San Francisco Regional Office CPI Adjustment published by the U.S. Department of Labor and Statistics with the prior year as the baseline plus two percent (2%).

B-2.3 **Professional Services.**

(a) Fixed Fee Services for Account Management as per D-3.1(e). SunGard's Account Manager services shall be provided by SunGard on a one-time fee basis and not on a charge-by-the-hour basis. Payment of the one-time Account Manager fee shall be paid as provided in B-1.1.

(b) Other Professional Services. SunGard will deliver those services identified in Schedule A and further described in Schedule D. If the Customer desires services from SunGard or its Subcontractors, which are not identified in Schedules A or D, then the Customer shall have the option of purchasing additional services from SunGard at SunGard's professional services fee rates which are in effect at that time. Professional services shall be invoiced monthly as services are rendered.

B-2.4. Expense Reimbursements. Whenever any services are provided by SunGard or its Subcontractors at a Customer location or any other location requested by Customer other than one of SunGard's locations, Customer shall reimburse SunGard for its reasonable travel (including travel from origination points other than SunGard's headquarters location), lodging, meal and related expenses incurred by SunGard personnel in providing such services. Airfares shall be coach or economy. Meals (including tips) will average no more than $35.00 per day. Ground transportation may include rental cars (intermediate or economy), bus, taxi/shuttle (including tips) and/or personal car mileage (at current IRS rate). Lodging arrangements will be made with safety, cost, proximity to the Customer, and reputation of the facility in mind. Items of a personal nature will not be charged to the Customer, such as, but not limited to; alcoholic beverages, medications, personal entertainment, health club facilities, spouse/companion travel, traffic violations, and telephone calls not related to the Customer.

The Customer will be provided with a copy of the Traveler's expense report; however copies of receipts will not be provided without an additional handling charge.

B-2.5. Additional Concurrent Users. If Customer elects to increase the number of Concurrent Users of the Software, then Customer shall pay to SunGard the then current rates in effect for such additional Software use and the associated software support.

B-2.6. Taxes. The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to Customer, the license granted under this Agreement or the services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse SunGard for any such taxes payable or collectable by SunGard.

B-2.7. Amounts Due. Initial payments under this Agreement are due as per this Schedule B Section B-1. Future annual maintenance fees shall be invoiced by SunGard annually in advance. All other fees and all expense reimbursements shall be invoiced by SunGard as and when incurred. Customer's payments shall be due within thirty (30) days after receipt of invoice. Interest at the rate of eighteen percent (18%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue on any undisputed amount not paid by Customer to SunGard when due under this Agreement, and shall be payable by Customer to SunGard on demand. Interest on amounts, which are in dispute, shall be suspended until the issue in dispute is resolved as per Section 5.6 of this Agreement. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable, including license fees paid for third party products.

SCHEDULE C
TO SOFTWARE LICENSE AGREEMENT
Scope of Software Use, Limitations, and Notices

C-1. LIMITED CONCURRENT USERS

Software use is limited by the number of Concurrent Users named in Schedule A and defined in Section 1, as amended from time to time.

C-2. LIMITED TO CUSTOMER'S OWN USE

The Software licensed under this Agreement is for use by the Customer on the Customer's computers for its own internal processing. Customer shall not use the Software to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise.

C-3. TERM OF SOFTWARE LICENSE

The Software License granted herein shall continue from year to year so long as Customer is paying Annual Support fees as per Schedule B.

C-4. NOTICES AND CERTIFICATIONS

Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying that Customer has complied and is then in compliance with the Software Use Limitations of this Agreement. Customer shall give written notice to SunGard (and pay added user fees as applicable) if Customer exceeds the authorized number of Concurrent Users.

(a)   SunGard may, at its expense and by giving reasonable advance written notice to Customer, enter Customer locations during normal business hours and audit the number of Concurrent Users of the Software, and other information pertaining to Customer's compliance with the provisions of Section 2 and Section 5 and this Schedule C. If SunGard discovers that there is an unauthorized number of Concurrent Users or that Customer is not in compliance with the provisions of Sections 2 and 5 and Schedule C in any material respect, then Customer shall reimburse SunGard for the expenses incurred by SunGard in conducting the audit.

(b)   If the Customer violates the terms of Section 2 or Section 5 or this Schedule C, SunGard shall have the right, in addition to any other remedies available to them, to injunctive relief enjoining use of the Software and termination of this Agreement.

C-5. CUSTOMER INITIATED PROCUREMENT

Should the Customer enter a new procurement cycle, which requires a proposal and/or demonstration of Software licensed by this Agreement, Customer agrees to pay re-licensing fees if Customer's evaluation results in the continuing use of Software.

D-1   TIMELINE

Both SunGard and the Customer will participate in the creation of a detailed implementation plan during the first eight weeks after the execution of this Agreement. This jointly created implementation timeline shall establish goal dates for live use of the Software and the staff resources to be provided by Customer and SunGard. The Parties acknowledge that substantial implementation effort from Customer and from SunGard are required to complete the implementation. The quantity of implementation staff resources provided by SunGard are dependent upon the amount of staff resources provided by Customer. To assist with this implementation, SunGard will provide Professional Services beyond those listed in Schedule A at a fixed rate of $150.00 per hour (excluding Project Management services) and $188.00 per hour for Project Management services, for the first 18 months after the execution of this Agreement.

D-2   SCOPE OF WORK (General Obligations)

The implementation of Software is to be completed by shared effort from SunGard and from the Customer, which includes but is not limited to the following:

D-2.1. SunGard's primary roles are to:

(a)   Provide the Software and install the Software on the Customer's computer server;

(b)   To provide data conversion programming as identified in Schedule A (no programming for software modification is included);

(c)   To provide consulting and training services as identified in Schedule A to assist the Customer in its configuration and use of the Software;

(d)   Provide on-going Issue Resolution and Software Update Support as per Schedule E.

D-2.2. The Customer's primary roles are to:

(a)   Provide the infrastructure to support the Software (e.g. Client PCs and Network);

(b)   Provide specifications to enable SunGard to fulfill its duties for data conversion programming, or consulting support identified in Schedule A;

(c)   Provide adequate training facilities during the implementation;

(d)   Configure the Software to the Customer's own specification;

(e)   Test the Software configuration for accuracy;

(f)   Operate the Software for its own business practices within the parameters of this Agreement.

D-3.   SCOPE OF WORK (Specific Obligations)

D-3.1. SunGard's Specific Obligations.

(a)   Delivery of Software and Services. SunGard shall deliver the Software and Documentation, and the Customer shall accept such delivery, FOB shipping point, within thirty (30) days of the execution of this Agreement.

(b)   Software Installation. SunGard will provide installation of the Software on the Customer's ASP UNIX Server located at SunGard's facility in Chico, CA. SunGard will install Software, including Third Party software listed on Schedule A on one UNIX server, one NT server, and two client PCs. The Customer will do Software installation on other PCs.

(c)   Training and Consulting.

1.   Distance Learning. SunGard will deliver training and consulting by Distance Learning, or by classes held at SunGard (Class Hours) or by consulting at the Customer's location (On-Site Hours). Schedule A identifies the allocation of training and consulting among the three delivery methods. Schedule A also identifies the Conversion Hours, and Task Hours which are included in this Agreement.

Distance Learning sessions shall be delivered remotely via teleconferencing. Each Distance Learning session shall consist of a two (2) hour remote training (plus approximately 45 minutes set-up/follow-up) beginning with a call from the Customer. Classes held at SunGard (except the Accounting Consultation and the Payroll/Human Resource Overview) are limited to three attendees. Additional students may attend classes at SunGard on a space-available basis at the then current training rate. Students from at least two other customers will be present in class at SunGard. Classes held at Customer's location should be limited to 10 students, and each should have a training workstation.

2.   Training Through Certified Subcontractors. SunGard, at its option may provide training or consulting personnel through certified sub-contractors. SunGard will assume responsibility to assure the same level of competency is available to Customer whether training or consulting is provided by SunGard or by a certified sub-contractor. If Customer is not satisfied with the technical competence of SunGard's assigned trainers, they may request a different trainer.

3.   The allocation of training between Distance Learning, Training at SunGard, Task Hours, and Training at the Customer location may be adjusted from one category to another, by SunGard as may be in the best interest of a successful implementation.

(d)   The initial implementation includes only those services listed in Schedule A. If software modifications or other direct labor outside the scope of Schedule A are needed they shall be provided at SunGard's rates then in effect. However, the Agreement does include SunGard services to develop two report definition files: one for the Balance Sheet and one for the Income Statement. The allocation of time to provide forms for purchasing, accounts payable, payroll, cash receipts, and accounts receivable assumes that the forms used will be standard forms selected from SunGard's standard book of forms.

(e)   Account Management. An Account Manager stationed at SunGard shall be assigned to coordinate all SunGard related implementation activities.

(f)   Consulting and Other Services. At Customer's reasonable request and subject to the availability of SunGard's personnel, SunGard shall provide to Customer consulting services, custom modification programming, support services relating to custom modifications, assistance with data transfers, system restarts and re-installations, and other specialized support services with respect to the Software. These services shall be provided by SunGard at SunGard or at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary. Such services shall be offered at the then current professional services rates in effect.

D-3.2. Customer's Specific Obligations

(a) Procurement of Hardware. Customer intends to contract with SunGard for ASP Services (Application Hosting Services). If Customer does not contract with SunGard for ASP Services, then Customer shall be responsible, at its expense, for procuring and maintaining adequate hardware and system software and for updating the hardware and system software as may be needed from time to time.

(b) Access to Facilities and Employees. Customer shall provide to SunGard access to Customer's equipment and employees, and shall otherwise cooperate with SunGard, as reasonably necessary for SunGard to perform its installation, training, support and other obligations under this Agreement. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to (a) implement the Software, (b) be trained in the use of the Software and (c) begin using the Software in production on a timely basis as contemplated by this Agreement.

(c) Customer Staff Roles and Responsibilities. Customer will provide competent staff as identified by the titles below:

1. Project Manager
2. Accountant—General Ledger
3. Accountant—Subsystems
4. Payroll Specialist
5. HR Specialist
6. Programmer/Analyst—Specifications for conversion
7. Network Administrator—Network Management
8. Data Entry—for historical data not programmatically converted.

Primary tasks for that Customer staff identified in this Section are listed below:

1. Manage installation and operation of hardware and network
2. Perform third party software and SunGard provided Software configuration
3. Document software configuration
4. Test software configuration
5. Provide written specifications (e.g. Data Conversion, etc.)
6. Provide flat files of any data to be converted by SunGard
7. Validate and test any converted data
8. Core implementation team to become functional experts
9. Core implementation team to train all end users
10. Test all system processing before live operation

(d) Customer Facility. Customer shall provide a suitable training environment for system training classes held at Customer's location including Distance Learning training. Customer shall provide an Internet connection (at least 128 kilobytes of bandwidth) and a conference phone which will be dedicated to Distance Learning.

SCHEDULE E
TO SOFTWARE LICENSE AGREEMENT
Annual Support Agreement
(Remote Assistance, and Software Updates)

E-1.   CUSTOMER ASSISTANCE

   E-1.1.   Remote Assistance. SunGard shall provide to Customer, from 5a.m. to 5p.m. PT, Monday through Friday (SunGard Holidays excepted), telephone, fax, and e-mail supported assistance regarding Customer's authorized use of the Latest Software Update. Customer agrees to attempt to locate information provided in Documentation prior to use of Remote Assistance. In addition, SunGard shall provide self service-based assistance via SunGard's Technical Support Web Page.

   E-1.2.   Resolution Assistance. Customer shall provide to SunGard reasonably detailed documentation and explanation of issues to be resolved, together with underlying data, to substantiate any problem or failure and to assist SunGard in its efforts to diagnose, reproduce and correct the problem or failure.

   E-1.3.   Non Software Assistance. Non Software Assistance requests (e.g. requests for assistance with hardware, operating systems, database management systems, networks, printer configuration, etc.) are outside the scope of this Annual Support Agreement. However, at Customer's request, Non Software Assistance may be provided on a time and materials basis, as available, at the sole discretion of SunGard.

E-2. SOFTWARE UPDATES

   E-2.1.   Software Updates. SunGard shall provide to the Customer Software Updates for UNIX server based Software via Hassle Free Support™ (HFS). HFS means that SunGard will log-on to Customer's designated UNIX server, with authorization from Customer, and load the UNIX server-based Software Update into a single Account for the Customer. If Customer utilizes SunGard's ASP Service, then SunGard will log-on to Customer's ASP Server, with authorization from Customer, and load the UNIX server-based Software Update into two Accounts (Production Account and Test Account) for the Customer. HFS is strictly Internet delivered. Therefore, the exchange of magnetic/optical media for UNIX server-based Software Updates is not available. If SunGard, in its sole discretion, determines that delivery of the UNIX server based Software Update via Internet is not practical, then Customer will receive magnetic/optical media along with instructions on assisting SunGard in applying the UNIX server based Software Update. For Software Updates for Windows™ based Software, media will be sent to Customer, including Customer loading instructions. Software Updates shall be accompanied by updates to the Documentation on optical media whenever SunGard determines, in its sole discretion, that such updates are necessary. Customer agrees to accept Software Updates as they become available and to remain current on the Latest Software Update. In addition, between Software Updates, service packs may be available for Customer download and installation. For those Customer's that choose not to utilize the HFS method of Software Update delivery; the Software Updates are available for download by the Customer from SunGard's FTP site.

   E-2.2.   From time to time new optional features may be added to the Software as a result of a Software Update. Optional features may require the use of third party software or hardware. Customer shall have the option to procure or not to procure such third party products to enable such optional features.

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E-2.3. The Customer agrees to maintain, for the duration of this Agreement, an Internet connection (consisting of FTP and TELNET allowing SunGard access to Customer's server system) to facilitate Software Updates and remote support of the UNIX server based Software and to maintain remote control software (as specified by SunGard) to support the Windows™ based Software. Security will be based upon SunGard's unique IP address. If, after a good faith effort, Customer cannot maintain an Internet connection, then SunGard will provide Software Updates to Customer on magnetic/optical media. Customer agrees to maintain at least a 33600 baud modem connection and to make available competent personnel to assist SunGard in transferring the Software Updates to the server. Customer assistance may be required during non-standard work hours, such as evenings, weekends and/or holidays. A nominal handling charge will apply to cover the cost of the media and shipping charges.

E-2.5. SunGard shall provide Customer with Software Updates to maintain the compatibility of the Software with new releases of the operating system under which the Software is licensed.

E-2.6. This Agreement specifically does not include any custom modifications to the Software.

E-2.7. Any modifications not made by SunGard, and the results caused thereby to the Software shall be the sole responsibility of the Customer.

E-2.8. SunGard will use commercially reasonable efforts to provide Software Updates to cause the Software to continue to conform to GASB and GAAP requirements, and to maintain accurate Federal and State payroll tax tables (as published by the taxing authorities) and their related calculation processes. In the event that original programming is required to meet any other mandated Software change (including State, Federal, or Local mandated changes), the development costs will be borne by all Customers who utilize that Software change.

Whereas SunGard is the Licensor of software known as Integrated Financial and Administrative Solution (IFAS), hereinafter, "Software";

Whereas Oakland Unified School District, hereinafter, "Customer" is a Licensee of Software (as described in the Software License Agreement between SunGard and Customer);

Whereas Customer wishes SunGard to be an "Application Services Provider" (ASP) providing Software to Customer remotely;

Therefore, Customer and SunGard enter into this Addendum under which SunGard will provide Application Service Provider services as described herein.

1. General Terms and Conditions

1.1 Term and Termination. This Addendum, with its associated terms and conditions, shall commence upon connection of Customer to ASP Service and remain in force for five (5) years, unless Customer terminates the Software License Agreement. Thereafter, this Addendum shall automatically renew each year on the anniversary of its execution, unless terminated, by either Party, by written notice ninety (90) days prior to the annual renewal date.

Prior to the end of the Term or at any time, Customer may immediately terminate this ASP Addendum, by giving written notice of intention to terminate for convenience at least ninety 90 days prior to the date of termination. All other Termination provisions as specified in the Software License Agreement apply to this Addendum.

1.2 Limited Use. Customer may use Software operating on one production database and one test database limited to a combined limit of 200 Concurrent Users.

2. Scope of ASP Support.

2.1. ASP Support Provided by SunGard. SunGard will provide a System Manager who will be responsible for computer server management, data storage, and backup. SunGard shall also appoint an Assistant to the System Manager who will serve the needs of Customer in the event that the System Manager is unavailable. System back-ups will be performed on a full-backup basis weekly, with partial-backups daily. SunGard will provide the System Manager formal System Administration training for the Database and Operating System. SunGard will schedule routine maintenance and repairs with the Customer in advance. The Customer should expect SunGard to schedule short periods of downtime quarterly. Under normal circumstances, scheduled downtime will be during the Customer's non-working hours.

      a.   **Network Responsibilities.** SunGard's responsibility for network communication terminates at the WAN connection on the router at SunGard's location, and excludes the leased line(s), Customer routers not connected to the leased line(s) and local computing infrastructure and Personal Computers at the Customer site.

          SunGard assumes responsibility for the purchase, configuration, installation, maintenance, and management of the data communications

equipment hosted at SunGard's facility and a router hosted at the Customer's facility, and will hold title to same. SunGard assumes responsibility to provide a back-up ISDN line. Customer understands that this ISDN line will support only emergency operations.

b. **System Performance.** The Customer and SunGard will work together to isolate performance bottlenecks and to identify whether they are related to the data communications link, the computer server, or the Customer's local network. SunGard shall provide sufficient server capacity for the duration of this Addendum to meet the reasonable performance requirements of the number of concurrent system users provided for in this Addendum.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g. hardware, software, people, data communications link etc.) SunGard and the Customer will confer on the matter until a mutually agreeable solution is found. The Customer is aware that if additional resources are required for the support of the Customer, additional fees will apply.

c. **Interfaces or Custom Reports.** Interfaces, custom reports, special formats, and other programming or set-up requests are not included in this Addendum, but can be provided by SunGard under separate Addendum.

d. **Support Hours and Charges.** SunGard's standard ASP support hours are 5am – 5pm (PST) Monday through Friday, with the exception of SunGard holidays. SunGard responsibilities defined herein will be performed at SunGard's location. In the event that SunGard assists the Customer with activities outside the scope of responsibilities defined herein, the charge will be based on SunGard's rate then in effect.

e. **Creation / Setup of New Users.** SunGard will set-up and create new users at the UNIX level. To effect UNIX level changes, the Licensee will submit a "Change of User" form provided by SunGard. Once received at SunGard, the change will be completed within two business days.

f. **Data Processing Audits or Support for System Testing.** Four hours per year are allocated for Data Processing Audits at SunGard; or for any system testing required by the Customer. Additional hours if needed, will be offered at rates then in effect.

g. **On-Going Maintenance.** SunGard will be responsible for maintenance on the computer server(s) at SunGard, the respective operating system(s), Third Party Software, the data communications equipment at SunGard and the router at the Customer's facility. SunGard will update the computer server and operating system software as necessary to remain current with new releases of the Software. Operating system or computer server upgrades shall be performed only after consultation with the Customer.

h.   **Customer's Network, Personal Computers.** The Customer's network and personal computers including configuration and set-up to use Software are not included in this Addendum.

i.   **Accounts and Update Frequency.** SunGard will provide a production environment for Customer processing ("Production Account"). In addition, SunGard will provide a test environment, ("Test Account"). To provide the Test Account, SunGard will replicate the Production Account into the Test Account semi-annually. This replication shall be performed only after consultation with the Customer. Additional accounts or more frequent replication will be offered at rates then in effect.

j.   **Creation/Setup of Remote Printers.** SunGard will make the necessary operating system changes to enable printing to remote networked printers. To effect these changes, the Licensee will submit a 'Change/Setup Network Printer' form provided by SunGard. Once received at SunGard, the change will be completed within two business days.

k.   **Disaster Recovery.** In the event of a disaster which disables SunGard's data center, SunGard will make commercially reasonable efforts to recover the Customer's mission critical systems for continued processing at the recovery location.

l.   **Restoration of Lost Data.** SunGard will use reasonable care in handling tapes or other materials which encode or contain data belonging to Customer. SunGard's only obligation for breach of this Section will be to use commercially reasonable efforts to replace or repair the tape or material lost or damaged, if such is replaceable or reparable, and to make commercially reasonable efforts to regenerate any lost data from backup copies maintained by SunGard or source data provided by Customer.

m.   **Specific Periodic Tasks Performed by SunGard.** In addition to the general items referenced above, the specific items listed below shall be performed periodically.

Daily

    Monitor previous night's backups and continuous logs.
    Check Scripts on Unix box. (i.e. Disk statistics).
    Provide performance management as necessary.
    Perform Nightly Partial Backups.
    Process any Printer/User request forms.

Weekly

    Perform Weekly Full Backups including delivery to off-site storage location.

Monthly

    Re-evaluate database layout.
    Check space in File Systems.
    Check space in Swap file.
    Check system time for Synchronization.

Check modem configuration on dialup.
Check network security for current status and possible re-design.

Save router configuration to paper.

Check ISDN utilization.

Perform data integrity checks via Informix Oncheck.

Gather daily history and compile "ASP Status Report".

Quarterly

Perform Operating System, Third Party Software, and Software upgrades.

Purge router statistics.

Update (Operation Manual).

Clean-up posted directory.

Clean-up unnecessary files on all file systems (i.e. logs, coredumps, export files).

Test Battery Backup System.

Provide Customer or its Agent with progress reports on the tasks performed.

Semi-Annually

Update Test Account if desired.

As Necessary

Test restore capacity.

Check on compatibility with current test environment.

Extract Tables or Rebuild tables.

Add UNIX users, printers, services.

Modify UNIX user printers, services.

Track programmer modifications that may effect future Software updates.

Build Imaging area inside database for Image product.

Benchmark system to determine where slowdown(s) may be occurring.

Build actual Communication Circuit.

Build and Maintain NT Server for the CDD.net module.

Write UNIX scripts to help manage UNIX.

Diagram and maintain layout of ASP Communication Network.

3. Additional Customer Obligations

3.1. Communications Equipment. Customer is solely responsible for the acquisition and maintenance of all terminals, personal computers, network equipment, printers, equipment and third party software necessary to operate the Software products at Customer's facility. Customer is solely responsible for the costs associated with the data communication between SunGard's Data Center and Customer's facility, including the leased data line(s).

3.2. Accuracy and Control of Customer Data. Customer is exclusively responsible for (a) the accuracy and adequacy of all data input and the review of all output received from SunGard for accuracy before using it.

4. Other Provisions.

4.1 LIMITATIONS OF LIABILITY. SUNGARD WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY APPLICATION BY CUSTOMER, OR ANY PERSON TAKING FROM CUSTOMER, OF THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE PRODUCTS OR THE STANDARD SOFTWARE SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, OR FROM ANY UNINTENDED OR UNFORESEEN USE BY CUSTOMER OR ANY PERSON TAKING FROM CUSTOMER OF THE DATA PROVIDED IN CONNECTION WITH THE SOFTWARE PRODUCTS OR STANDARD SOFTWARE SERVICES OR OTHER SERVICES UNDER THIS AGREEMENT AND RESULTS THEREFROM.

SUNGARD'S TOTAL LIABILITY UNDER THIS ADDENDUM WILL UNDER NO CIRCUMSTANCES EXCEED THE EQUIVALENT OF THE FIRST SIX MONTHS' ASP SERVICES FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS ADDENDUM. UNDER NO CIRCUMSTANCES WILL SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE.

4.2. Suspension of Services. SunGard's obligations and Customer's rights under this Addendum are conditioned upon Customer's payment of the Start-up Fees, and the Monthly Services Fees and other fees and charges set forth herein. SunGard may, without terminating this Addendum, and in its sole discretion and without further notice to Customer, suspend ASP Services in the instance of non-payment by the Customer until Customer resumes payment.

4.3 Modification, Amendment, Supplement or Waiver. No modification, amendment, supplement to or waiver of this Addendum or any of its provisions will be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure or delay of either party to this Addendum to (a) insist upon the performance of any terms or conditions of this Addendum, (b) exercise any rights or privileges conferred in this Addendum, or (c) demand damages or a specified remedy provided for herein as a result of any breach of any terms or conditions of this Addendum, will not be construed as waiving any such terms, conditions, rights or privileges and the same will continue and remain in full force and effect.

4.5 Severability. In the event any one or more of the provisions of this Addendum will for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Addendum will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

4.6 Entirety of Addendum. This Addendum and the Software License Agreement as it may be amended from time to time constitutes the entire Agreement between the parties and supersedes all previous or contemporaneous Addendums, promises, representations, whether written or oral, between the parties with respect to the subject matter hereof. If any provision of this Addendum is inconsistent or in conflict with the Software License Agreement or previous addendum, such provision of this Addendum will be deemed to govern and supersede the Software License Agreement. Headings in this Addendum are for the purpose of assisting the reader and do not constitute a part hereof.

5. Payments and Payment Terms

5.1 Payments.

5.1.1 Startup Fee. Customer shall pay a one-time Startup fee of $0.00, due upon Execution of this Addendum.

5.1.2 Monthly Fee. Customer shall pay recurring monthly fees of $26,571 for ASP Support due on the first day of each month and prorated for the first month in which any ASP Services are provided to Customer. The monthly fee listed herein shall be in effect for the first year of this Agreement. Thereafter, each year on the anniversary of the execution of this Agreement, the Monthly ASP Fee will be increased as follows:

The Monthly ASP Fee will be subject to increase annually in accordance with the increases in the percentage of the San Francisco Regional Office CPI Adjustment published by the U.S. Department of Labor and Statistics with the prior year as the baseline plus two percent (2%).

5.2 Taxes. The fees and other amounts payable by Customer to SunGard under this Addendum do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to Customer, the license granted under this Addendum or the services provided under this Addendum, or otherwise assessed or imposed in connection with the transactions contemplated by this Addendum, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse SunGard for any such taxes payable or collectable by SunGard.

5.3 Payment Terms. SunGard shall submit invoices to Customer on a monthly basis for monthly fees and routine expense reimbursements. SunGard shall submit invoices to Customer for any other fees or expense reimbursements as and when incurred. Customer's payments shall be due within thirty (30) days after receipt of invoice. Interest at the rate of eighteen percent (18%) per annum, (or, if lower, the maximum rate permitted by applicable law) shall accrue on any undisputed amount not paid by Customer to SunGard when due under this Addendum, and shall be payable by Customer to SunGard on demand. Interest on amounts, which are in dispute, shall be suspended until the issue in dispute is resolved as per Section 5.6 of the Software License Agreement. All fees and other amounts paid by Customer under this Addendum are non-refundable.

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Addendum.

[SunGard]	[Customer]
BY: _(signature)_	BY: _(signature)_
PRINT NAME: Bruce E. Langston	PRINT NAME: Jason Hodge
PRINT TITLE: V.P. Finance	PRINT TITLE: President, Board of Education
DATE SIGNED: 8/7/01	DATE SIGNED: 8/28/01

(signature)
Edgar Blakestraw, Jr.
Deputy Secretary, Board of Education
8/28/01

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _(signature)_
ROY A. COMBS, Attorney at Law
General Counsel

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OAKLAND UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES

Bi-Tech
Summary of Costs

Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Total
One-Time Bi-Tech Fees-ASP Option:						$470,928
IFAS License	$470,928	0	0	0	0	$286,200
Training, Data Conversion	$286,200	0	0	0	0	$651,850
Custom Project Services	$651,850	0	0	0	0	$97,500
Schafer and Assoc (M/WBE)	$97,500	0	0	0	0	$116,250
AEKO Consulting (M/DBE)	$116,250	0	0	0	0	$1,622,728
Sub-Total	$1,622,728	.				
Bi-Tech Travel Expense (Est.)	$135,465	0	0	0	0	$135,465
Tax (8.25%)	$47,772	0	0	0	0	$47,772
Performance Bond (optional)	$25,000	0	0	0	0	$25,000
Total One-Time Costs	$1,830,965	0	0	0	0	$1,830,965
						$0
						$0
Reoccurring Bi-Tech Costs:						
IFAS Software Maintenance	$108,121	$114,067.66	$120,341	$120,341	$126,960	$589,832
Annual Application Service Provider (ASP)	$318,852	$328,417.56	$338,270	$338,270	$348,418	$1,672,228
						$0
Total Annual Bi-Tech Expenses	$426,973	$442,485.22	$458,611	$458,611	$475,378	$2,262,059
						$0
TOTAL Bi-Tech	$2,257,938	$442,485.22	$458,611	$458,611	$475,378	$4,093,024
						$0
						$0
						$0
Other Annual Costs:						$136,358
T1 Telephone Line (2)	$26,000	$26,780.00	$27,583	$27,583	$28,411	$205,000
Project Manager -Coordinate Implementation	$100,000	$105,000.00				$0
Other Annual Costs Total	$126,000	$131,780.00	$27,583	$27,583	$28,411	$341,358
Sub-Total General Fund Annual Expense	$552,973	$574,265	$486,227	$486,227	$503,821	$2,603,513
Total	$2,383,938	$469,265.22	$486,195	$486,195	$503,789	$4,329,382
						$0
						$0
Other Costs:						$0
						$2,000,000
Oakland USD Network Upgrade (Est.)	$800,000	$1,200,000.00				$318,000
Replace 300 Desktop Computers (Est.)	$159,000	$159,000.00				$0
Grand Total	$3,342,938	$1,828,265.22	$486,195	$486,195	$503,789	$6,647,382
Source: General Fund Annual Expense	$552,973	$574,265	$486,195	$486,195	$503,789	$2,603,417
Source: COP	$2,789,965	$1,254,000				$4,043,965

It is staff recommendation that the one time costs of $1,830,965 be funded through a COP, with the first payment beginning in 2002-03 fiscal year. The reoccurring cost of $552,973 in fiscal year 2001-02 and thereafter would be paid from the General Fund.

The District received a $250,000 grant for the implementation of standardized account code structure which would be applied to the 2001-02 General Fund expenditures. Efficiencies in operations would provide annual cost savings and reduce the current operational redundacies.

Other Costs would be funded in conjunction with the $1,830,965 one-time Bi-Tech start-up costs through a COP. The COP principal amount is estimated at $4,043,965. The COP would be repaid using a combination of sources: General Fund and Self-Insurance.

OAKLAND UNIFIED SCHOOL DISTRICT
DIVISION OF BUSINESS SERVICES
Purchasing and Supply

Schedule of Events

The following schedule of events will be adhered to during the Request for Proposals (RFP) process. The evaluation and review periods may be extended by the Oakland Unified School District if it is felt to be in the best interest of the District.

Event	Event Date
Release of RFP	04/02/01
Respondents' Conference	04/13/01
Deadline for Submission of Respondents' Inquiries	04/20/01
Closing Date for Proposals	04/30/01
Proposals Evaluation	05/07/01 – 05/08/01
Oral Presentations	05/14/01
Selection of Finalists	05/17/01 – 05/18/01
Finalists' Demonstrations	05/21/01 – 05/24/01
Selection of Recommended Vendor	05/28/01
Negotiation of Contract	05/30/01 – 06/01/01
Business and Finance Committee Approval	06/04/01
Board of Education Approval	06/13/01
Implementation Start Date	07/01/01

OAKLAND UNIFIED SCHOOL DISTRICT
DEPARTMENT OF BUSINESS SERVICES
Purchasing & Supply
June 6, 2001

	INTEGRATED BUSINESS/HR SYSTEM	
	NCS	SUNGARD/BI-TECH
1. What features would you say are **better** than the current system? (Please be as specific as possible).		
2. What features would you say are **worse** than the current system? (Please be as specific as possible).		
3. Which system do you feel would help you and your department to be more efficient?		
4. Which system do you feel would make you and your department **less** efficient?		
5. Which system do you recommend that the District purchase?		

What issues do you recognize that would not be made better or worse by either of the systems? _____

_____

If you entered no response to No. 5 above, do you recommend that we purchase neither system? Yes_____   No_____

NAME _____   DEPARTMENT _____

SUNGARD Management Summary

SunGard Bi-Tech Inc. is proud to offer Oakland Unified School District a proposal that defines and distinguishes the key factors that will provide the foundation for a successful conversion to a new financial and administrative software solution.

We appreciate the opportunity to highlight some of the strengths of SunGard Bi-Tech and our integrated financial and administrative solution (IFAS). After review of our proposal, the District will see that SunGard Bi-Tech is the safe and practical choice for a K-12 integrated business management system in California.

There are 6 key factors to consider when selecting a new computing solution:

1. Company Strength
2. Product Functionality specific to California K-12 Needs
3. Technology Structure and Future
4. California K-12 Experience and Implementation Methodology
5. On-Going Support
6. Price
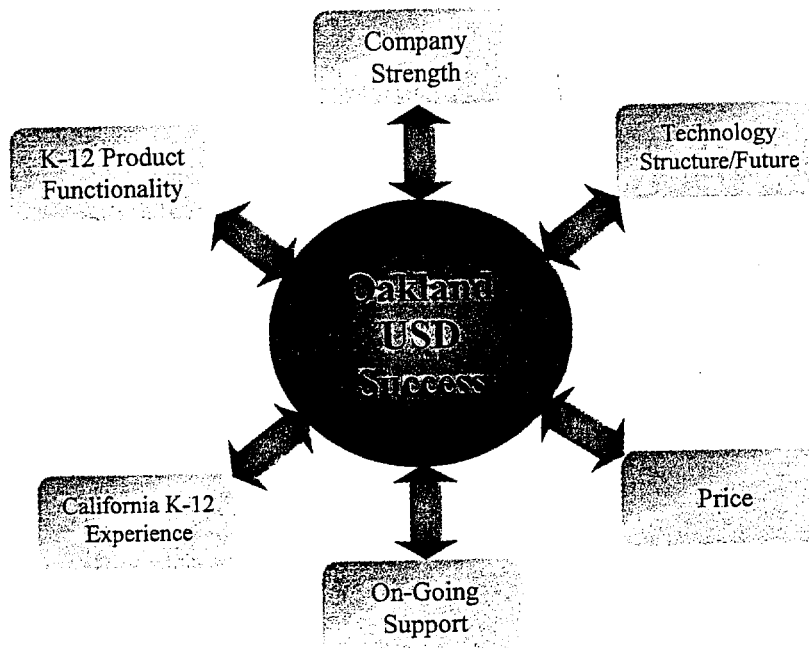
We have made a good faith effort to develop a proposal that provides a complete solution to the District that represents all of the above factors. The following is a brief description of how SunGard Bi-Tech is represented in the 6 key factors. After reviewing this Management Summary, we are confident that the District will have a broad understanding of why so many public sector organizations have found SunGard Bi-Tech to be the most functional, stable, and progressive solution today.

1. Company Strength

SunGard Bi-Tech has been a provider of integrated business management systems for over 20 years. SunGard Bi-Tech has one focus: It develops and supports integrated business management systems for the Public Sector, with a heavy emphasis in K-12 education. SunGard Bi-Tech is proud to be a subsidiary of the 11th largest software services company in the world, SunGard Data Systems. SunGard Data Systems has over $1.6 billion in annual sales, providing the District with the assurance that SunGard Bi-Tech will be around to provide software and services for as long as the District desires.

SunGard Bi-Tech has never been involved in any form of litigation since the company was incorporated in 1981. In today's business environment, this is exceptionally rare. Our record is no coincidence. The fact is, we deliver the promises we make to our clients. We deliver a proven, functional, and robust integrated business management system. We encourage you to review the litigation records of all companies under consideration.

A full vendor profile is included in Section 5 of this proposal.

2. Product Functionality

IFAS is a fully integrated business management solution that was designed to meet the business needs of K-12 school districts. Without any modifications, SunGard Bi-Tech's solution provides a very strong functional fit to the mandatory requirements outlined in the District's RFP. In addition, SunGard Bi-Tech's integrated imaging and web-based workflow products are included in this proposal. IFAS is not a manufacturing solution modified to attempt to handle encumbrance-based fund accounting. The IFAS product was designed for the Public Sector since its inception over 20 years ago. A full description of IFAS modules and features is included in Section 2 of this proposal. Specifically, some unique advantages of IFAS are:

New Financial and Administrative System Features	Supported by IFAS
• System complies with Generally Accepted Accounting Principles (GAAP) and is compliant with Government Accounting Standards Board (GASB) standards.	✓
• IFAS has a centralized financial database with budget forecasting and development, payroll, personnel, position control, position budgeting, credentialing, applicant tracking, general ledger, on-line purchasing, on-line receiving, grant and project management, accounts payable, accounts receivable, fixed assets, inventory, work order management, Ad-Hoc reporting, web-based reporting, imaging, workflow and E-Procurement.	✓
• System is fully integrated, providing a single point of data entry. The system is a fully integrated fund-accounting system.	✓
• The system allows for encumbrances of contracts, purchase orders/requisitions, work orders, inventory requests, projected payroll and benefit costs.	✓
• Supports GASB 34.	✓
• Supports the California Standardized Account Code Structure (SACS).	✓

New Financial and Administrative System Features	Supported by IFAS
• Supports the California PERS and STRS Processing and Reporting.	✓
• Allows for ongoing accrual of payroll and benefit encumbrances.	✓
• Allows for year-end conversion of encumbrances accounting accruals.	✓
• Provides an excellent audit trail.	✓
• Allows for corrections to entries.	✓
• Provides direct deposit capabilities.	✓
• Provides bank reconciliation functions with data exchange with bank..	✓
• Provides a comprehensive interface to sub-calling systems (TSSI or CRS).	✓
• Operates in a Relational Database Management System (i.e. Informix or Oracle).	✓
• Provides an option for SunGard Bi-Tech's Application Service Provider (ASP) Program.	✓
• Uses a user friendly and intuitive web interface.	✓
• Has a large selection of standard reports.	✓
• Has an easy to use report writer for custom reports. Supports drill-down reporting, web-based reporting and drill-downs to on-line images of source documents.	✓
• Is 100% image-enabled for on-line source-document retrieval from within a screen or a report/inquiry. License for imaging is included at no cost.	✓
• Provides integrated workflow. License for workflow is included at no cost.	✓
• Provides ongoing software updates/upgrades and unlimited helpdesk support via a toll free line.	✓
• Provides integration with standard business applications, such as Microsoft Office (e.g. download report data to a spreadsheet or e-mail, etc.)	✓
• Software is currently functional in many large California K-12 school districts and County Offices of Education	✓
• Source Code is provided to the District upon execution of the License Agreement.	✓

3. Technology Structure/Future

IFAS runs on the stable and open operating system of UNIX. Our proposal includes a recommended Hewlett Packard UNIX configuration, however, SunGard Bi-Tech supports many UNIX hardware platforms including Hewlett Packard, IBM, Data General, Sun Microsystems and Compaq. The Relational Database Management System (RDBMS) of either Oracle or Informix is supported. All web-based development and PC products are deployed with the assistance of a Windows 2000 Advanced Application Server Farm. Most clients use Network Load Balancing so all of the servers in the Server Farm appear as one virtual server with basic fail-over support.

All new development of IFAS is written in C++, XML and HTML. Examples of our latest web deployed applications include the following:
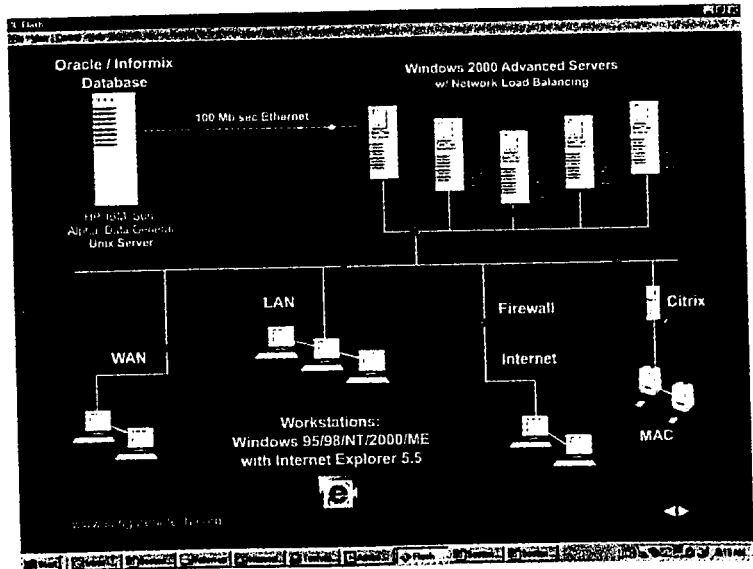
CDD.Net - Utilizing our Windows-based report writer, Click, Drag & Drill (CDD) and our Internet-based report viewer, users can easily develop custom reports that can be viewed throughout your organization via the Internet or an Intranet. CDD and CDD.Net promote workflow throughout your organization by leveraging a paperless, image-enabled office. Documents can be retrieved electronically with the click of a mouse using SunGard Bi-Tech's drill down feature embedded into CDD and CDD.Net.

Netsight - Netsight is the IFAS graphical user interface that deploys many of the IFAS data entry screens that are used by end-users via an Internet Explorer web browser. Netsight allows users to utilize drop down menus for pick-lists and users can easily toggle from single line data entry to a multi-line grid mode data entry. For data query purposes, users can query on any field, or any combination of fields, using wildcards when desired (e.g. find all vendors that are located in Oakland, CA that have a name beginning with ABC*). The web-based screens provide on-screen validations and error messaging, which promotes rapid data entry for heads-down data entry users.
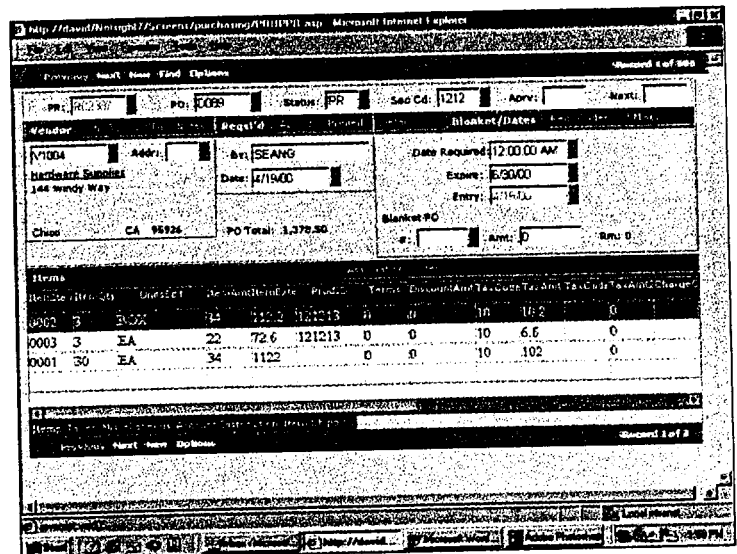
Workflow - IFAS provides true workflow for all transactions, activities and modules. The workflow engine can access the data for any process and route information around for approvals utilizing rule-based logic that is user-defined by the District. This routing can be accomplished through standard e-mail and can be used to notify approvers to check their task list for action or simply approve, disapprove or forward the e-mail itself. The action taken on the e-mail or task list updates the appropriate data sets and workflow processes within the IFAS system. Users can route user defined web forms, documents, files or images through the system for approvals. Once the requests/workflows are fully approved, you can then define events that will occur (e.g. make a disbursement, cut a purchase order, etc.).
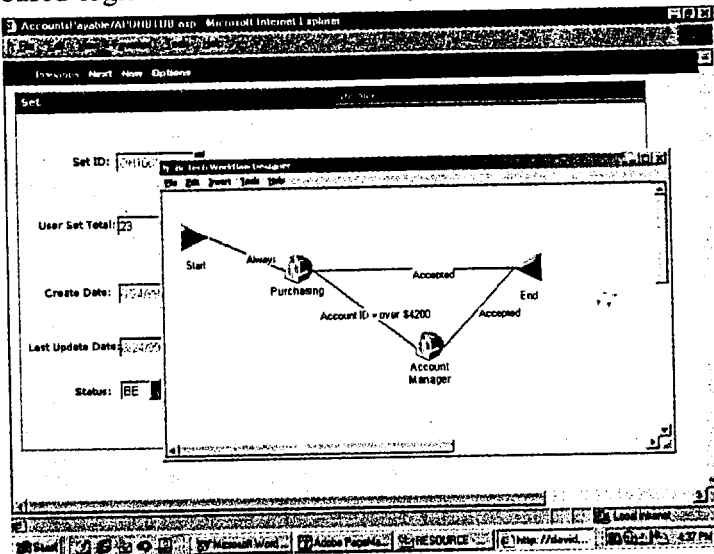
COLD Storage - Computer Output to Laser Disk, or COLD Storage, is a pure Internet/Intranet browser module that allows the District to utilize document management and archiving to increase productivity and reduce cost. District staff can view archived standard reports with the click of a button, without having to search for old files in storage facilities.

The value of selecting an integrated solution, like IFAS, is that all the modules work in concert with the General Ledger and Security structure of the application. Therefore, if you are accessing the software via the web, or through a client server connection, the login is the same and security is maintained throughout the system.

Application Service Provider (ASP) Program - Our proposal includes an option for SunGard Bi-Tech's Application Services Provider (ASP) program. The ASP program gives organizations an opportunity to cut initial investment costs by eliminating the need to purchase and maintain on-site hardware and database software. SunGard Bi-Tech professionally manages and hosts the software applications and technical environment from SunGard Bi-Tech's ASP Data Center. SunGard Bi-Tech has been providing ASP services to customers for more than seven years. A full description of SunGard Bi-Tech's ASP program is provided in Section 2 of this proposal.

Value-Added Modules – SunGard Bi-Tech has included the following value-added modules in this proposal and has waived the license fee for each module. SunGard Bi-Tech recognizes the District's long-term goals to become an efficient near-paperless organization, therefore, we believe the modules listed below are critical for the District to achieve this important objective. The value-added modules included in this proposal at a 100% license fee discount include the following:

> ➢ Imaging Enabler (SunGard Bi-Tech's integrated imaging product)
> ➢ Workflow (on-line web-based workflow routing system)
> ➢ Web-Based Timecard Entry module (Supports time-entry via a web-browser)

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4. California K-12 Experience, Implementation Methodology and Risk Factors

The success of the District's implementation will hinge on the quality of consultants assigned to the project from the software vendor, the vendor's experience with K-12 education, and the software's proven ability to meet the District's mandated business requirements (e.g. PERS, STRS, SACS, etc.). Much of the functionality built in SunGard Bi-Tech's IFAS software was designed specifically around the needs of California K-12 agencies, such as PERS, STRS, a chart-of-accounts structure that is SACS compliant, an account number validation matrix that ensures SACS compliance, Position Control, Credentialing, Contract Pay and many California K-12 specific reports. We strongly believe you will not find more California K-12 specific functionality in an integrated business management system than the one provided by SunGard Bi-Tech. SunGard Bi-Tech has over 380 Public Sector clients throughout the United States, including approximately 100 school districts using the software in the State of California alone (e.g. Clovis Unified, Orange County Office of Education, etc.). Since SunGard Bi-Tech has a substantial history in providing software and support to California K-12 agencies, partnering with SunGard Bi-Tech will substantially minimize the risks involved in implementing a new integrated business management system. We understand your business very well. We understand your unique reporting requirements (e.g. California State specific reports, GASB-34, etc.), your unique chart-of-accounts requirements (SACS), your unique retirement processing and reporting requirements (PERS, STRS, etc.) and your unique payroll calculations. This implementation experience and software functionality will allow SunGard Bi-Tech and Oakland Unified to hit the ground running, without the need to reinvent the wheel. Due to our knowledge, experience and assistance with organizational change, SunGard Bi-Tech has a major focus on incorporating the human side of the operating formula to employ "Best Practices" throughout the implementation.

SunGard Bi-Tech's implementation methodology has been built on the "best practices" gained from participating in over 380 Public Sector implementations, including over 150 school district installations nationwide. Establishing a strong project structure from the onset is the best way of ensuring achievement of the project goals. In addition to the standard complement of training and consulting hours, our proposal includes an on-site team of professional consultants who will work side-by-side with OUSD's Project Coordinator and project team to deliver an on-time and on-budget implementation. The overall Project Goals and Critical Success Factors are listed below:

Project Goals
- Meet "Go-Live" dates on-time and within budget
- Meet all critical requirements outlined in the contract
- Increase efficiency and accuracy by reducing the number of manual processes
- Improve staff communications through on-line workflow and integrated systems
- Improve central office and school site accountability by using on-line processes and validations
- Enhance reporting capabilities to the school board, local agencies and state/federal agencies
- Integrate data exchange between finance, payroll, personnel and budget
- Translate business requirements into best business practices in the software
- Effectively train the Project Team staff and implement a proven end-user training model
- Attain an effective level of knowledge transfer to OUSD's staff before the "Go-Live" dates
- Provide an ASP technical environment that uses industry accepted standards
- Communicate project status frequently and accurately
- Establish a fair and consistent issue resolution process

Critical Success Factors

The following factors have been determined to be critical to successfully meeting the Project Goals above.

- Partner with a vendor with substantial California K-12 experience and specific California K-12 product functionality (e.g. SACS experience and PERS and STRS software).
- Availability and commitment of key members of OUSD management, stake holders and project team members throughout the life of the project.
- Assignment of a capable and dedicated Project Coordinator and Project Team members.
- Development of a comprehensive and realistic Project Workplan.
- Adhere to a near "vanilla" implementation. Software modifications should be minimized.
- On-going scheduled communication and dissemination of management, functional and technical information to all Project Team members (SunGard Bi-Tech and District Project Team members), the SunGard Account Manager, OUSD management and SunGard Bi-Tech management.
- Consistent progress tracking that is compared to the Project Workplan and supported by a commitment to achieving milestones.
- Timely and accurate issue resolution on all matters concerning the implementation project.
- Continuous demonstrated support from OUSD's management.
- Positive and a cooperative team attitude must be developed based upon a working partnership, and any organizational existing barriers removed.
- OUSD's Project Coordinator and Project Team must be empowered with the authority to make decisions, and enact options and business initiatives that are in the best interest of OUSD and the implementation project.

5. On-Going Support Structure

During and after the implementation, the on-going support structure of SunGard Bi-Tech will provide many valuable services to the District. Our goal is to maintain an on-going partnership with the District for many years into the future. A few of the value added services are described below. A full description of the services provided are included in Section 2. Some of these services include:

Help Desk Support - SunGard Bi-Tech's Help Desk is staffed from 5:00 AM to 5:00 PM Pacific Time. The District has unlimited access to this Help Desk via a toll-free 800 line. Approximately 40 dedicated SunGard Bi-Tech staff comprise the Help Desk. The Help Desk service is included in the on-going support to the District as long as the District maintains an active maintenance contract with SunGard.

Updates & Enhancements - SunGard Bi-Tech's update and enhancement process is called Hassle Free Support, or HFS. The HFS process occurs two times per year, along with a Federal and State Tax update in December. The HFS service is included in the on-going support to the District as long as the District maintains an active maintenance contract with SunGard.

IFAS Documentation - Each year the IFAS documentation is updated to include all of the updates and enhancements to the software. IFAS documentation is made available online to the District through the use of Adobe Acrobat. IFAS documentation is a complete set of software resources that provide the District with detailed information of each module. In addition to the on-line documentation, the IFAS software provides on-line help to assist users with questions as they arise.

6. Price

SunGard Bi-Tech prides itself on providing mission-critical financial and administrative software to Public Sector organizations for a reasonable price. IFAS is often lauded as the most functional software in the industry, stacking up and surpassing many other products that can cost two or three times the price. We hope that the District will appreciate the effort made to provide a fully integrated fund accounting solution, implementation services, and on-going support at a price that is consistent with the District's long-term goals and objectives.

SunGard Bi-Tech understands the District's Primary Solution Provider Concept, and will assume the responsibility for executing a contract award, forming any contracts or relationships with subcontractors providing goods and services, and guaranteeing the work of the subcontractor partners.

Summary of Benefits to Oakland Unified School District

Summary Benefits to Oakland Unified School District	Supported by SunGard Bi-Tech
• Strong Company Stability and Mission	✓
• Deep Product Functionality, built for the Public Sector and California K-12	✓
• Realistic and Progressive Technology Structure and Future	✓
• Substantial and Proven Experience with California K-12 Agencies	✓
• Consistent and Reliable On-Going Support Structure	✓
• Competitive Price	✓

SUNGARD | Workstation Requirements

Workstation Requirements

The following workstation hardware configurations are recommended:

Client Workstations	Recommended Configuration Necessary to Run Software	Interface			Client Software - Requirement
		CDD Report ing	Graphical / Web Navigation	Imaging	
Windows 95/98 Workstations					
Processor (Speed and Type)	Pentium 266+				Internet Explorer 5.5 / Insight
RAM Required in Megabytes	64	Yes	Yes	Yes	
Windows NT Workstations					
Processor (Speed and Type)	Pentium 266+				Internet Explorer 5.5 / Insight
RAM Required in Megabytes	128	Yes	Yes	Yes	
Windows 2000 Workstations					
Processor (Speed and Type)	Pentium 400+				Internet Explorer 5.5 / Insight
RAM Required in Megabytes	256	Yes	Yes	Yes	

IFAS Modules and Features

SunGard Bi-Tech is pleased to provide a complete description of IFAS modules and features being proposed to Oakland Unified School District. Specifically, we have provided detailed information regarding the following requested modules:

- Financial Management System and Encumbrances (including General Ledger and Budgeting)
- Purchasing
- Accounts Payable
- Payroll & Benefits
- Human Resources (including Position Control, Position History, Negotiations, Professional Development)
- Position Budgeting
- Fixed Assets
- Stores Inventory (Warehouse)
- Document Management (Imaging and COLD Storage)

IFAS

(Integrated Financial and Administrative Software)
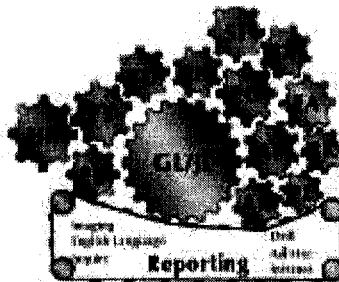
Legend of Module Abbreviations

GL:	General Ledger	JL:	Job/Project Ledger	FA:	Fixed Assets
BD:	Budget Item Detail	PO:	Purchasing	WO:	Work Order Management
PY:	Payroll	HR:	Human Resources	CM:	Contract Management
PC:	Position Control	BM:	Bid Management	CS:	COLD Storage
PB:	Position Budgeting	TD:	TRIAD	SI:	Stores Inventory
HR:	Human Resources	CDD:	Click, Drag and Drill		

Integration of IFAS Disbursement Modules
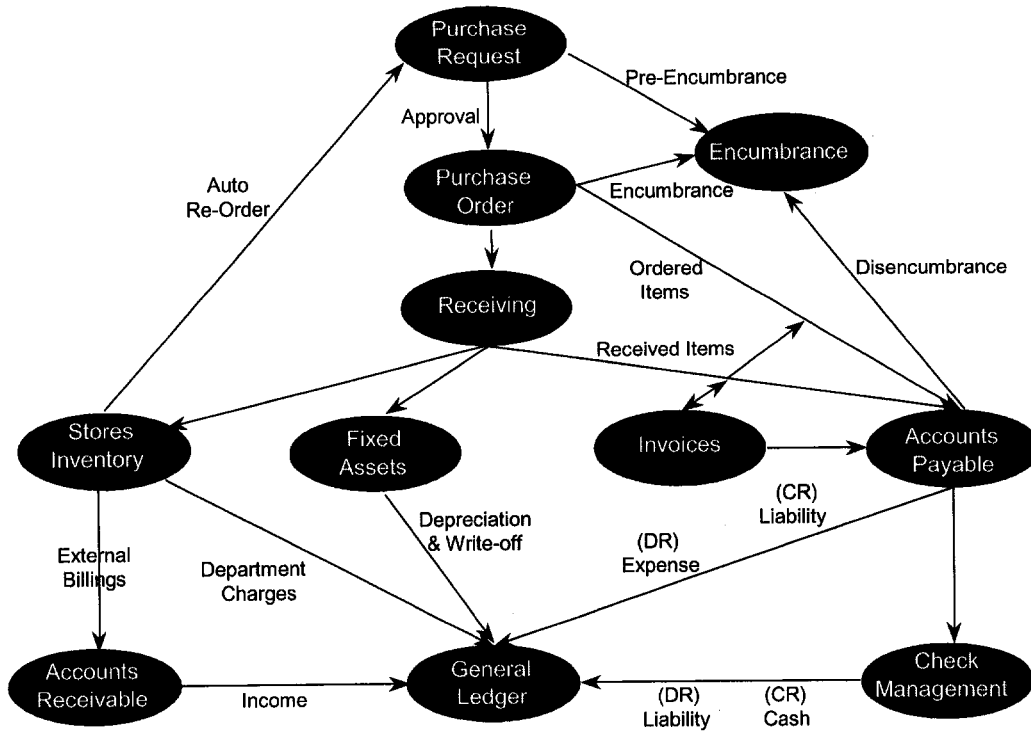
Integration of Payroll and Human Resources Modules
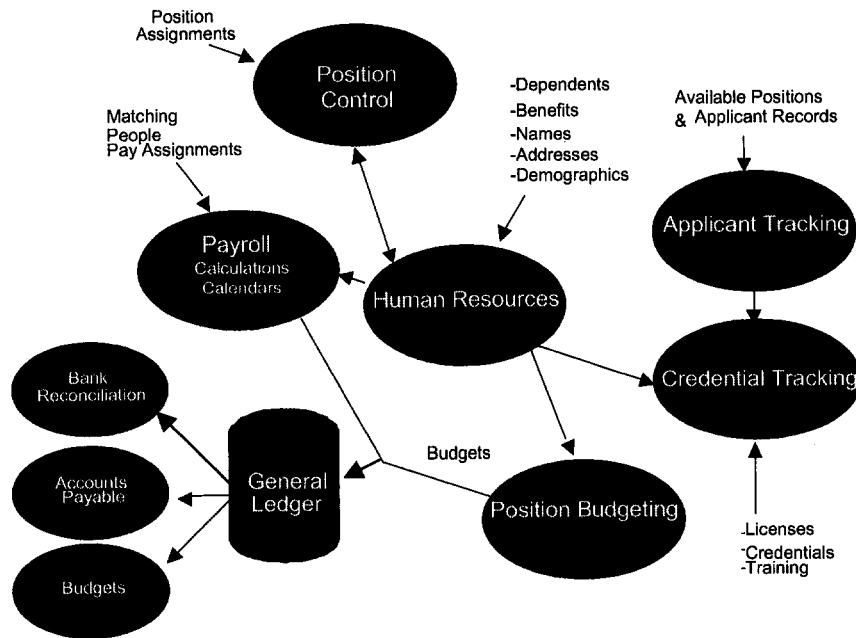
Features Common to our Software

Fast

All databases are designed for fast access to commonly requested information; users are informed when they are embarking upon an exhaustive database search. SunGard Bi-Tech has developed a special technique that allows individual users to tailor linkages among and between applications. This allows the user to set up "hot keys" which will toggle them from one application immediately into another. For example, with one key stroke in the General Ledger INQUIRY, the user may pop into Accounts Payable INQUIRY and from there, they may pop into Purchasing INQUIRY, etc.

Friendly

Many SunGard Bi-Tech clients operate without a Computer Center staff. All functions are end user controlled. The user may select functions from simple menus with context sensitive HELP available. The user may type ahead bypassing menu entries, or the user may create command words which cause desired actions to take place with only a few key strokes. Software may be actuated by the use of a mouse, or, for handicapped users, a special voice actuated menu system is available. 'Push Button' reporting is incorporated in many modules. All User Guides are online, keyword-indexed for quick retrieval of information. If the user does not know what information is to be placed in a particular field on a form, the user places a question mark (?) in the field and the system provides specific information about the field and, in the case of coded field values, the system provides a list of valid codes. The user may then select one of the values and have the system return to the form with the selected code value painted in the appropriate field.

Forgiving

All modules are designed with the premise that people do make mistakes; e.g., run a batch of A/P checks with the wrong check date entered. All modules provide an UNDO utility which allows the user to repeat a task and have previously erroneous transactions removed and databases reset to original states, prior to the problem. The system provides a complete hard copy and electronic record of each UNDO. This UNDO facility, unique to our systems, allows the client to maintain clean databases, minimize adjusting entries, and avoid automation anxiety.

Relational

Regardless of the data structure used to store the information, all databases are presented to the user in a relational manner. The user can Select, Join, and Project from any of the relations with easy to use multiple criteria selection menus.

Balanced

The integration of databases is exceptionally well designed, striking a comfortable balance between typical access paths, the need to store large volumes of data, the need for fast access to support interactive retrieval, the need to store required and optional information about a transaction, the need to adhere to rules set forth by standards boards, and the need to provide multiple views of the relationships inherent to large and complex organizations.

Workflow

Overview
The IFAS Workflow Engine allows you to define rule-based work activities within your organization. The Workflow process can be attached to any data entry screen or business process within your organization, including purchase requisitions, work order requisitions, budget transfer requests, and personnel action forms. Workflow streamlines the approval process and eliminates the requisition paper trail. With Workflow you can submit requests online, route the information electronically, and track the results of your requests. Workflow helps to manage your organization's business processes.

There are three components to Workflow.

The first component of Workflow is the Designer. With the Designer, the actual description of the flow is defined, including who is doing the approvals and under what conditions. In addition, the Designer allows you to interrogate active processes and determine where it is in the process, who is holding it up, and assorted internal state information.

The second component is the Workflow Engine. This service processes any new entries, e-mail responses, or expired activities.

A web-based "to do" list comprises the third component. After the required user ID and password check, this page shows a list of items outstanding. The user may approve, reject or delegate the activity.
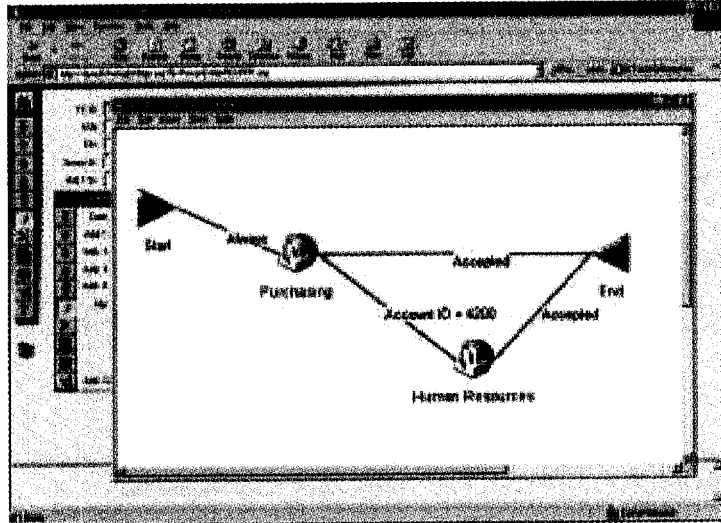
Key Features

- Activities may be done sequentially, in a parallel or a mix.

- Notification and response via e-mail.

- Web-based "to do" list.

- Users can be grouped into functional groups, or roles.

- Easy-to-use graphical designer.

- Routing may be based on any data element in the source object and those directly subordinate.

- Flexible expiration settings for non-responsive users.

- Comments may be added with each approval/rejection step.

- Forms template allows custom forms to be created for your organization's unique needs.

## Functional Descriptions of the IFAS Modules

General Ledger

Overview

General Ledger forms the heart of IFAS. Every subsidiary system integrates to it in detail and/or summary. Users create budgets in the General Ledger, and from it generate financial and management reports/inquiries. SunGard Bi-Tech is constantly enhancing the system as new technology becomes available. As new technology is released, and the client remains current with the Standard Maintenance and Support Agreement, no additional license fees will be charged for previously licensed modules.

Features

Account Structure

The system supports up to 34 organizational dimensions (parts) for each ledger. Each part may be from 0 to 8 positions in length, with each being designated as digits or characters. Therefore, when using the

General Ledger Data Entry Screen

optional Job Ledger the user has 68 parts and 544 characters or digits available to classify transactions. Users may also inquire and report based upon embedded positions within a part; e.g., Extract all funds which have a "4" in the second position. Users typically rename full account numbers with pseudo codes of 40 or fewer characters to ease data entry.
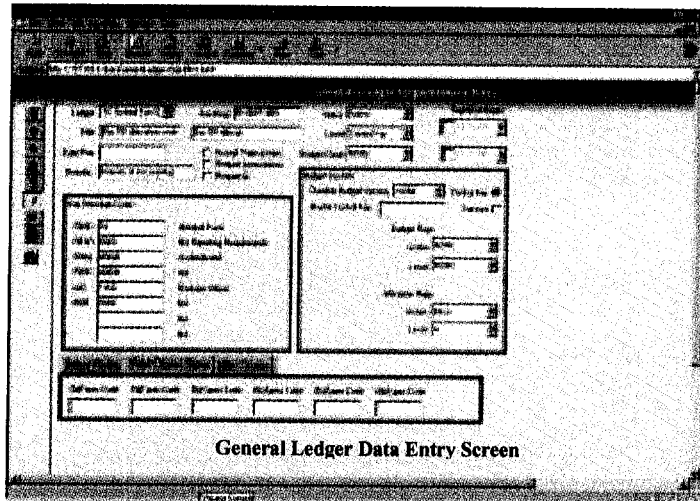
History

The user determines the amount of history kept online. Many clients have over five years of on-line detail, as there is no performance penalty paid because we key transaction details by month and year number. Also, any requested reports may specify that the report be spooled to Microfiche or to a WORM drive.

RJE's

Our Recurrent Journal Entry (RJE) module may be run at any user-defined interval and may contain any calculation desired (including budget, actual, encumbrance, and constant values). For example, RJE's are used to do all indirect cost recovery, all closing procedures, all income distributions, all utility allocations, phone allocations, and a host of other formula driven postings needed by the client.

Data Entry Validation

The level of validation is prescribed on an account-by-account basis. For example, the client may wish some Departments or Divisions to only accept transactions which are coded to Object Codes (Accounts) which have been explicitly associated with the corresponding Cost Center (Department or Division); the client may wish on-line budget checks to result in a Warning or a Block; and, the client may wish to control budget checks at a higher level than the line-item or Object level.

Duplicate Entry Controls
Transactional duplicate updates are prevented by doing real-time checks for duplication of the Primary References (e.g., Duplicate Invoice). Duplicate on-line updates to master information held in databases are protected by SunGard Bi-Tech's use of "Item Level" locks when doing real-time updates.

Open Periods
Any number of periods may be open for posting. The client maintains a table which consists of two columns (from-to date range) and one row for each system which results in transactional postings; e.g., separate rows for A/R, Cash Receipts, Journal Entries, A/P, etc. This table typically permits postings to the prior month, current month and next month.

At fiscal year-end, either the first working day of the new year or after the final Payroll has been posted to the prior year, the client will command the system to "CLOSE" and produce a full set of financial reports which are typically marked "PRELIMINARY" on the top of each page. The closing results in "Net Balance Forward" entries in the Asset and Liability accounts, and posts the net of Revenue and Expense to Fund Balance. Specialized closings also occur in Enterprise or Agency funds. Then, around the end of July, the client will generally close down all subsystems except for Journal Entries and Encumbrances from posting in the prior year. The client will be making some adjustments and marking selected Encumbrances as "carry over" budget augmentations for the following fiscal year. Then, in September or October, the client will receive Audit Adjusting Journal Entries, open June for Journal Entry postings, post the adjusting entry, command the system to "UNDO and RECLOSE", and produce a full set of financial reports marked "FINAL-1" on top of each page. Most of our clients end up with a "FINAL-2" and perhaps more, as you may close as many times as you would like.

Account Balance Controls
The manner in which automatic entries are generated when transactions are processed is defined at system implementation time, after our Accountant(s) consults with your Accountant(s). This includes an ability to make all "Due To/From Other Funds" entries automatically. Thus, the client may specify that each Cost Center, Fund and/or Entity will be automatically self balancing by automatic entries. We also maintain an Audit Table electronically, which records and reports, month-by-month, each time postings occur, the system-wide total debits and credits, total pages of one-part, two-part, and three part paper used, total check written, total special forms such as 1099's, and the total pages directed to Computer Output Microfiche or WORM drives. When the client prepares a manual Journal Entry, the system checks that debits equal credits; also, an additional check is made to insure that any fund-to-fund transfers retain a balanced condition among the funds and that the "Due To/From Other Funds" accounts are all in balance.

Security and Audit Trail
For each transaction entered into any system, we store the user ID, date and time stamp for the transaction as it was originally entered into the system and the user ID, date and time stamp for each logged version of the transaction, if it should undergo amendments from its first entry into the system. We maintain multiple audit trail fields for each type of transaction. For example, on an Accounts Payable transaction, we store the Invoice #, Invoice date, GL posting date, PO # (if it came through the Purchasing system), PO date, Check # (if it has been paid), and Check date. Thus, for an A/P transactions in the General Ledger, one can trail back to Invoices, PO's, and Checks.

In terms of security, all our software runs under the control of Nucleus, our security management system. This system allows you to specify which users see which menus, which users can access which records for Read, Write or Update purposes. Security may even be defined at the Data Item Value level; e.g., You may specify that a user can only view a Salary figure if it is less than $50,000. Each user may be specified to use only selected terminal devices and selected printing devices during specified days of the week and times of the day. If the user is inactive for a given number of minutes, you may require that they re-enter a Password before continuing; and, if the user is inactive for a given number of minutes, you may log them completely off the system.

Project Accounting

The system supports two "sides" to the General Ledger Database: One for the General Ledger and one for the Job/Project Ledger. Each of these "sides" may have different ledger structures defined, with quite different encoding systems and quite different reporting requirements. The idea is that when a transaction enters the system, it must be coded to a GL account (Operational account) and it may be coded to a Job or Project Ledger account; thus, we may separately track GL activity and Job or Project activity. Also, since we are coding a single transaction to account numbers, the two ledgers are always reconcilable and there is never a need to redundantly enter transactions.

Traditional Cost Centers are typically created on the GL "side" and have a fiscal year to fiscal year continuance. Capital Improvement Projects (CIP's), Work Orders, Jobs, Action Plans, and Grants are generally created on the Job/Project "side" and they have a life date range which is specific to their defined begin and end dates. The user typically creates fiscal year budgets in the General Ledger and total project budgets in the Job Ledger. Reporting for the Job Ledger "side" is generally done on an inception-to-date basis. All of our closing processes accommodate the clients need to retain and report detail on the Job Ledger "side" for the life of the project.

Grant Regulations

As described in the Job/Project Ledger, our system will separately account for and track funded grant activity. We will guarantee that our software will calculate and post all required Indirect Cost and will maintain detail from the inception of the grant through grant "close-out". We will guarantee that all financial reporting of grant activity will be accomplished with our system.

Indirect Costs

Our Recurrent Journal Entry (RJE) subsystem may be run at any user defined interval and may contain any calculation desired (including budget, actual, encumbrance, and constant values). RJE's are used to do all Indirect Cost recovery, all closing procedures, all income distributions, all utility allocations, phone allocations, and a host of other formula driven postings needed by the client. Charged costs may be calculated as Indirect or as direct labor/time costs, including a fixed overhead rate which may be applied to labor time and/or equipment time. The RJE module includes a direct interface to our Accounts Receivable system so that the bill or statement may be automatically prepared, once the calculation is posted to the GL.

Reserve Account Transfers

The standard Journal Entry module can be used for transferring funds to and from reserve accounts. These transactions make use of the Primary and Secondary reference fields (16 characters each) to distinguish them from expense postings. Also, our software will insure that such transfers retain the fund-to-fund balance condition and that all "Due To/From Other Funds" entries are made automatically and are in balance.

Standard Reports
There are well over 1000 standard reports with many variations upon the format and style of each. Any of the standard reports may be produced with any user defined population of accounts from the General Ledger and/or the Job/Project Ledger. Most of our standard reports are controlled by what we term a Report Definition File (RDF). RDF's are simple editor files in which the accountant specifies the location and type of totaling desired, the selection of entries to appear in columns, and the general format and style of the report; thus, we typically find that a client will have two or three different formats for an Income Statement, depending upon which funds or Cost Centers are to participate in the preparation of the report.

Anytime a user requests a report, they may specify how many original copies are to be printed, on which printer the report is to appear, and the priority at which the report is to be given a turn on the selected printer. The user may also specify that the report is to be printed on a "Slaved" printer is connected to the user's PC or terminal; the user may specify that the report is to produce a Microfiche tape; or, the user may specify that the data on the report is to be down loaded to a PC based spreadsheet through a DIF or ASCII file.

Accounts Receivable/Cash Receipts

Overview
AR/CR is a general purpose Accounts Receivable System which is designed to operate in environments where there is a need to have many different Accounts Receivable Subsidiary Ledgers. The Accounts Receivable system is logically divided by user specified division codes; thus, the user can reference a type of activity by division code, e.g. travel, grants, rental, or miscellaneous receivables. The primary emphasis is placed upon the interactive retrieval of information from the AR system. The system has extensive reporting capabilities and provides all needed information to the user through the user friendly interactive INQUIRY facility.

Features
Charges
The system provides support for units, quantity, product number, discount pricing, and freight charges. Each transaction is recorded with the appropriate revenue account. The charge data entry process can be expedited by the usage of "Quick Keys".

Fees
The system will accommodate a wide variety of client defined fee structures. Including finance charges as a flat fee, or a calculated percentage based upon outstanding balance on a customer's account. Additional re-occurring periodic charges can be setup on a customer's account to, for example, charge a monthly lease charge to the customer. Flat fees for a particular class of customer can be easily generated.

Reconciliation
The system includes many flexible summary and detail reports which are used in reconciliation of the AR subsystem to the General Ledger. The client may run these reports on a regular basis.

Customer Information
Name and address of all customers are maintained in a centralized database for all of IFAS. Specific AR related customer information can be customized to a site's particular requirements. For example, it can classify customers by user defined attributes, delinquent status, preferred customer status, etc. Customer override statement addresses may be set for customers who are on extended vacation and would like statements to temporarily to a different address. Specific text messages can be stored on the customer's account for review by staff, and/or to send a message to the customer on next billing statement.

Overdue Reports
There are several standard reports which will identify overdue receivables based upon user-defined conditions. For immediate information, on-line inquiry aging and billing information of a customer's account can be generated. The selection criteria presented when requesting an inquiry or a report allow the user to specify a population of accounts. For example, the user may request a specified account balance range. Any other data item in the database may be used for report extraction.

Automatic Liquidation
In either the batch data entry or Interactive Cash Receipts module, cash is coded to the Accounts Receivable clearing account when it relates to charges, resulting, typically, in a credit to the AR account, debit to the cash account, with corresponding entries made by the system to "Due To/From Other Funds" to maintain each funds "Claim on Cash".

Statements and Bills

The system will produce any number of formats and styles for bills, invoices and statements. These forms may use an Open Item, Balance Forward or Statement Forward accounting method in the display of detail. Statements may be generated at user defined intervals, and/or different intervals for different divisions of activity. Custom text messages may be applied to customer statements based upon user defined criteria, for example, all overdue accounts. Third party billing allows duplicate statements to be sent to several entities.

Inquiry

On-line inquiries provide quick review of customer information, for example, transaction details, aging of account, and billing information. On-line inquires may be made based upon any data item held in the A/R database. This, of course, includes customer number, name, and invoice number as search keys for instant response. Also, a number of derived data values may be used in selection criteria, such as days overdue and total balance. All on-line inquiries can printed for review.

Cash Receipting

Our Accounts Receivable system includes a Cash Receipting module. The client can connect a terminal or PC to a cash drawer and printer. This configuration allows for printing cash receipts, and check validation, much like a cash register. Cash receipts can be applied in real-time to customer accounts. The system supports user defined payments such as, cash, checks, and/or credit card transactions. The system produces end of day balancing and a consolidated deposit slip from activity from multiple cash tills.

Print Receipts

The system prints receipts upon completion of the transaction. We support multiple formats of receipts; thus, the client may have different styles, depending upon the nature of the transaction. All special forms, such as receipts, can be defined by the client.

Overpayments

The Interactive Cash Receipting screen notifies the operator that an overpayment has been made. The operator has the choice of having it apply as a deposit, coding it to an income account, or giving change back.

Cash Register Interface(s)

We have created interfaces to other vendor cash drawer systems. It has been our experience that each interface we create is tailored to the individual client .

Interfaces

The system is interfaced on-line in real-time with all of our software systems. We have developed interfaces to other systems, such as Fines, Police & Fire calls, Paramedic calls, Recreational systems, Library systems, Class Registration systems, Business License system, Parking Permit systems, and the like.

Utilities

The system provides various utility functions for maintaining the AR/CR data integrity. The user has the capability of collapsing history on paid invoices and purging inactive customer accounts. Customer account numbers can be changed and/or can be consolidated.

Accounts Payable/Encumbrances

Overview
The Accounts Payable system includes the Immediate Pay subsystem, the Open Hold subsystem and the Void, Typed, and Reversed subsystem. The Immediate Pay A/P subsystem is designed along traditional procedures where a check is written as soon as an invoiced amount enters the system. Open Hold A/P is designed to recognize the expense (GL posting) at the time of entry into the Open Hold A/P Database; however, the cash transfer is not recorded until the check is written. Void, Typed, and Reversed manages hand written checks; check entries which need to be reversed from the system; and, voiding of hand written checks which require the check number to be recorded for audit purposes.

Features

Customizable Check Formats
The layout of the AP check is custom designed and can be modified by the user. Multiple layouts may also be defined and associated with the same or different bank accounts.

Spread Codes
If a single payment is to be allocated to multiple cost centers with each cost center being responsible for a fixed percentage (such as rent), a spread code may be entered in place of an account number. The system will then expand the payment according to the spread code into its individual accounts with the appropriate dollar amounts. Spread codes are defined in the General Ledger and can reference up to 9,999 accounts.

On-line Inquiries
The user may go directly from invoice data entry into vendor inquiry without having to exit the data entry process. The user may, by defining "Hot Keys", go from any part of our application to any other part of our application; e.g., Users often want to go from invoice data entry to vendor creation screens.

Budget Checks
When a Cost Center is created, the client specifies the kind of budget checks to be applied and the level(s) at which the control is to occur. The kind of budget checks supported are: None, Warnings or Blocks. None implies that no budget checking is to occur; Warnings mean that the software will permit overspending, but provides constant warning messages when budgets are overrun; Blocks mean that the Cost Center is not allowed to overspend. Budgets may be controlled at any client defined level. For example, the client may wish selected accounts to be controlled at the Line Item or Object Code level, while other budgets may be controlled at a higher level (i.e., the Cost Center may overspend or underspend in individual Line Item accounts, but may not overspend in the sum of all related accounts). Warnings or Blocks may be specified at various levels of budget control; e.g., The client may specify that Warnings are to be given when overspending Office Supplies, but Blocks are to be applied to overspending in Salary and Wages accounts.

In addition to the Cost Center controls defined above, the client may also define what we call "Control Accounts" which are used for allocation controls and budget controls. For example, the client may create a Control Account which represents the total allocated budget for the General Unrestricted Fund. Then, when budgets are prepared for Cost Centers in the General Fund, the system checks that the sum of all Cost Center budgets does not exceed the budget set in the General Fund Control Account. When transactions are processed for Cost Centers in the General Fund, the system can check that the sum of all actual expenditures does not exceed the budget set in the General Fund Control Account.

All budget checks occur on-line, in real-time. These checks are applied from all subsystems, not just Purchasing or Accounts Payable. Thus, if a Journal Entry is being prepared which creates a budget overrun, our software traps this transaction just as it would if a Purchase Requisition were being prepared by a department.

Vendor History
Any number of years may be maintained on-line. Our software includes a utility function which allows the client to provide simple commands such as purge all paid invoices which are more than three years old and replace this history with one entry which is the total of all postings for prior transactions.

1099 Tracking & Reporting
1099 applicable payments may be identified in three places in our system. First, the client may set up a vendor such that all payments are to be identified as 1099 applicable unless otherwise noted; second, each distribution amount on each invoice may be marked as 1099 applicable; third, prior to cutting 1099 reports, forms and tapes, the client may go into the Check database and mark selected paid entries as 1099 applicable. The system also produces 1099 reports, prints the 1099 forms and produces the 1099 magnetic tape reporting media.

Manual Checks
Manual checks are entered into our "Void, Typed and Reversed" subsystem within Accounts Payable. However, our software includes a special "Immediate Pay" module which typically results in our clients adopting a policy of no hand written checks. The Immediate Pay module allows a check to be cut immediately, by the system, with no more data entry than would be required by typing the check.

One Time Payments
One-time vendors are set up in the vendor master file, on the fly, during data entry. All that is required is an ID (system generated or user entered), a TIN (if they are to receive a 1099), and a name. It is our recommendation that these one-time or temporary vendors be kept on the system until the 1099 process is completed at calendar year-end.

Partial Payments
Each data entry screen in Accounts Payable has a Partial Pay field in which the user enters a "P" or "F" for partial or full disencumbrance. If the client uses our Purchasing system, our software will check the receiving part of the Purchasing database and will be able to set this field to "P" or "F" based upon what has been received.

Discounts
The system will automatically calculate, track and post discounts. We post, if desired by the client, both discounts earned and discounts lost. Discounts may be entered by the user, may be associated with all items from a vendor, or may be based upon days early and/or quantity of specific commodities for specific vendors.

On-line Inquiry
The Accounts Payable system includes an on-line inquiry module which allows the user to request transaction level, summary level or aged level information on any vendor or group of vendors for any user defined time frame. Detail level transactions include PO#'s and Check #, if the items came through purchasing or if the items have been paid. When requesting an on-line aging, the user may change the aging "buckets" to any desired number of days. Aging may be based upon due-date or distribution date.

Duplicate Invoice Checking
Our system does an on-line, real-time check for duplicate Invoice Numbers and warns the user when this has been determined.

Future Payment Dates
Invoices may be entered with a future payment date specified or automatically calculated, based on discount policy. To post in a future date, the client must specify that the month specified in the posting date is allowable for posting from the subsystem of origin (A/P in this case). The reader may wish to refer to the general answer given regarding dates in the General Ledger section.

Audit and Security Controls
We maintain multiple audit trail fields for each type of transaction. For example, on an Accounts Payable transaction, we store the Invoice Number, Invoice date, GL posting date, PO Number (if it came through the Purchasing system), PO date, Check Number (if it has been paid), and Check date. Thus, for an A/P transaction in the General Ledger, one can trail back to Invoices, PO's and Checks.

Department Data Entry
The IFAS security system Nucleus can be used to designate selected users as having data entry, but not data posting, capability. Thus, the Client may elect to centrally enter data or may selectively decentralize the data entry process, while maintaining control of posting within the financial office.

Person/Entity

Overview

The Person/Entity module provides for a single storage location for name, address, and product information. Typical use of Person/Entity includes storing vendors, customers, and employees as well as standard product definitions. All other modules read from this centralized file whenever a name or address is required. For ease of maintenance, the data is arranged to allow for multiple addresses for each ID. Product IDs are used primarily in Purchasing and Stores/Inventory, but may also be used in accounts receivable and accounts payable to speed data entry.

SunGard Bi-Tech is constantly enhancing the system as new technology becomes available. As new technology is released, and the client remains current with the Standard Maintenance and Support Agreement, no additional license fees will be charged for previously licensed modules.

Person/Entity Definition Screen

Features

Multiple Addresses

Each ID may have multiple addresses associated with it. Furthermore, each subsystem can be configured with an "address hierarchy" that specifies which addresses should be used. For example, purchasing would default to the vendor's order address, while accounts payable would default to the remit address.

Print Address Labels

Address labels may be printed in user defined formats. Full selection criteria allows the user to specify which IDs should be printed.

Product Definition & Vendor Association

When products are defined, multiple lines of descriptive text may be entered. The system will automatically use the descriptive text in the creation of purchase requests and in stores inventory. Each product may be associated with multiple vendors, and one vendor may be associated with multiple products. These associations aid in the preparation of bid lists, unit of measure conversions, and vendor performance record keeping.

Person/Entity Text

Multiple lines of free-form text may be entered for each ID. Information regarding vendor performance, tax identification needs, or bid instructions may be easily recorded and viewed by anyone with access to the system.

Bank Reconciliation

Overview
The Bank Reconciliation System is a general purpose system used by any software system that writes checks. For example, the Accounts Payable and Payroll systems would make use of this system. The system keeps track of all checks written and all reference amounts for individual checks. Using check stock ID's, checks may be written to multiple bank accounts using the same numbers. Keyed access to this information is available by check number, Payee ID, or Payee Name. Since checks do not leave the Check Database when they assume 'canceled' status, this system provides an on-line payee history. The major emphasis has been placed on the interactive retrieval of needed information from the Check Database.

Features

Automatic Bank Reconciliation
The Bank Reconciliation module can be configured to read your bank's canceled check file and produce a report of checks that have cleared while highlighting discrepancies between your records and the bank's.

Check Interface
Checks written in other systems can be read in by the New Check Interface utility and entered into the check register. These checks can then be reported on and canceled along with your IFAS generated checks.

1099 Tracking & Reporting
1099 reporting may be done solely from the Bank Reconciliation information, solely by Accounts Payable, or a combination of both. This feature allows the user to report 1099 payments that were made outside of IFAS.

Budget Item Detail

Overview

IFAS Budgeting supports a decentralized single screen manual entry system, high level budget scenarios, batch budget adjustments and budget uploads from spreadsheets. Budget Item Detail allows for granular detail of Budget activity.

The SunGard Bi-Tech Budget Item Detail module supplements the General Ledger System budgeting process by allowing the definition of individually budgeted items within a given General Ledger or Job Ledger account. Supported functions are: Equipment purchases, Travel requirements, and Miscellaneous user defined items. Annual and/or monthly budgets may be defined and identified with a given named budget version within the General Ledger System. Textual comments or documentation may be entered at any point. The Budget Item Detail module is interfaced to the General Ledger which allows it to create or update General Ledger or Job Ledger accounts with the accumulated total budgets within the Budget Item Detail module. Major emphasis has been placed on the flexible and interactive retrieval of needed information.

The Budgeting System is a flexible tool for creating current and future year budgets. Budgets may be created for annual, quarterly, monthly, or multi-year periods, and may be controlled at various levels within the organization. Using the Budget Modeling function, the user can analyze current or prior-year budget and/or actual information, manipulate the information, and create various 'What If' scenarios. Changes to budgets can be logged and reported, and the time period in which changes can be made may be controlled on a budget version by budget version basis.

Budgeting

Overview
The Budgeting System is a flexible tool for creating current and future year budgets. Budgets may be created for annual, quarterly, monthly, or multi-year periods, and may be controlled at various levels within the organization. Using the Budget Modeling function, the user can analyze current or prior-year budget and/or actual information, manipulate the information, and create various 'What If' scenarios. Changes to budgets can be logged and reported, and the time period in which changes can be made may be controlled on a budget version by budget version basis.

Features

Employee Reviews
Salary review reports are standard in our Human Resource Information System. If the employee is set up on "Auto Step", the system will automatically increment them in the Rank, Grade and Step tables.

Position History
The system maintains all client desired history for any data elements selected by the client. All clients maintain history on all jobs held by an individual.

Recruitment
There are two recruitment screens supported in the system. These screens include fields for Mortgage costs, moving costs and many other factors such has recruitment methods. Also, of course, skill banking is supported as is applicant tracking.

Review Notices
Review notices are printed automatically by the system. For each job type, the client may specify up to two types of performance reviews and each review may measure on up to eight performance scales.

Purchasing

Overview

The Purchasing System is designed for use by central purchasing operations that require requisitions to be entered on-line by various departments; with the option for approval on-line by management; and, finally, provides the ability to track items through the receiving cycle. As well, the Purchasing System is designed for use by operations that do no more than enter requisitions and print purchase orders. In short, the system is a powerful tool for a wide range of purchasing applications. It prints purchase orders and provides the ability to track the life of each individual item that is printed on Purchase Orders. The Purchasing System also includes an optional, automatic interface to the Encumbrance, Accounts Payable, and Fixed Assets Systems.

SunGard Bi-Tech is constantly enhancing the system as new technology becomes available. As new technology is released, and the client remains current with the Standard Maintenance and Support Agreement, no additional license fees will be charged for previously licensed modules.

Purchasing Data Entry Screen
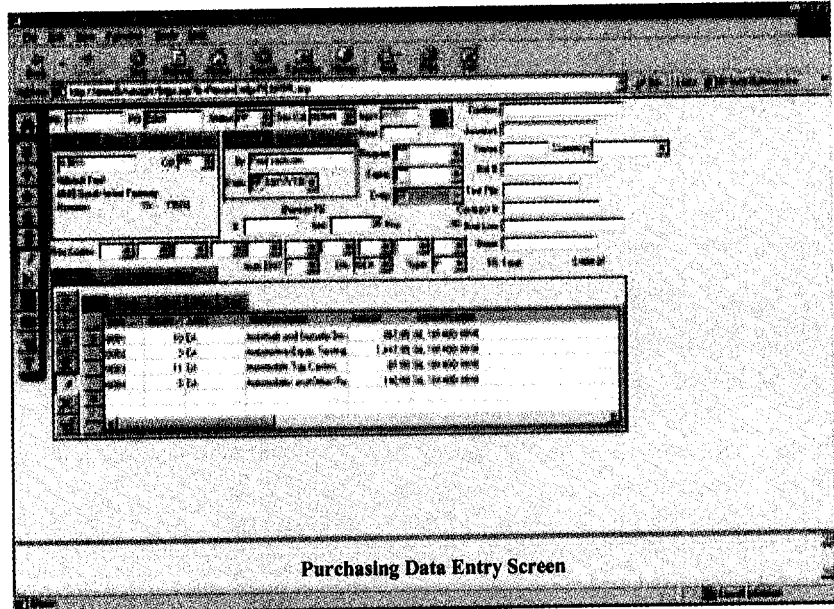
Features

Electronic Approval

The system supports electronic approval hierarchies based upon department, user, commodity and total value of the Purchase Requisition. Also, the security system, Nucleus, allows the client to specify those users that have the capability to print purchase orders.

Print PO's

The system prints purchase orders in any client defined format. PO's may be printed in batch for high speed, high volume requirements; or, they may be printed on slaved printers connected to the user's PC or terminal.

Blanket Purchase Orders

There are multiple options for handling blanket purchase orders. One such option allows the user to define a blanket order with a blanket amount that cannot be exceeded. If a user attempts to exceed this amount, the system will produce an error message and not allow the user to complete the transaction.

Encumbrance Optional

Each purchase order that is entered is normally encumbered, this is optional and controlled by the user. Pre-encumbering is also an option. The system will automatically remove pre-encumbrances and encumber the PO when it is printed.

Budget Checks
When a Cost Center is created, the client specifies the kind of budget checks to be applied and the level(s) at which the control is to occur. The kind of budget checks supported are None, Warnings or Blocks. None implies that no budget checking is to occur; Warnings mean that the software will permit overspending, but provides constant warning messages when budgets are overrun; Blocks mean that the Cost Center is not allowed to overspend. Budgets may be controlled at any client defined level. For example, the client may wish selected accounts to be controlled at the Line Item or Object Code level, while other budgets may be controlled at a higher level (i.e., the Cost Center may overspend or underspend in individual Line Item accounts, but may not overspend in the sum of all related accounts). Warnings or Blocks may be specified at various levels of budget control; e.g., The client may specify that Warnings are to be given when overspending Office Supplies, but Blocks are to be applied to Salary and Wages accounts.

In addition to the Cost Center controls defined previously, the client may also define what we call "Control Accounts" which are used for allocation controls and budget controls. For example, the client may create a Control Account which represents the total allocated budget for the General Unrestricted Fund. Then, when budgets are prepared for Cost Centers in the General Fund, the system checks that the sum of all Cost Center budgets does not exceed the budget set in the General Fund Control Account. When transactions are processed for Cost Centers in the General Fund, the system can check that the sum of all actual expenditures does not exceed the budget set in the General Fund Control Account.

All budget checks occur on-line, in real-time. These checks are applied from all subsystems, not just Purchasing or Accounts Payable, and include an analysis of outstanding encumbrances. Thus, if a Journal Entry is being prepared which creates a budget overrun, our software traps this transaction just as it would if a Purchase Requisition were being prepared by a department.

Carry Over Encumbrances
The user steps through each outstanding encumbrance at year-end and marks each encumbrance which is to be a "carry over" budget augmentation. Often, clients will set up a separate named versions of the budget which holds all such "carry over" encumbrances so that they may be separately reported on in Ad Hoc reports.

Payroll

Overview
The Payroll System is a comprehensive package designed for complex environments. In these environments, employees often work in many different areas, have multiple deductions, reductions, and benefit programs. Employees often desire automatic deposits, have special tax deferral programs, participate in complex retirement and benefit plans, and have special needs such as housing allotments, car allotments, and savings bond calculations. The payroll system works in all 50 states, Guam, Puerto Rico and Canada; and, includes City taxes for 17 locations. With direct integration into the General Ledger, Job/Project Ledger, Position Control, and Human Resource Information System, Payroll is a very important module required for maintaining critical information in organizations which have a majority of budget dedicated to personnel costs.

Features

Exception Philosophy
The payroll system allows the client to pay each employee either by exception or on a positive pay basis. For exception employees, time entry is made only for exceptions to what is the normal pay for those employees. Such exceptions include special rates, pay types, distribution codes, etc. In this case all regular payments are automatically calculated by the system and "patched in". If no exception time occurred, there is no data entry required. For positive pay employees, all payments must be entered through timecards. Where appropriate, exception processing eliminates a considerable amount of the data entry effort.

Central or Departmental Data Entry
The system supports three types of time entry: 1) Time may be collected for the entire organization and entered through some central location, 2) Time may be collected and entered by each department, and 3) Time may be collected through an automatic system such as time clock or Scantron and transferred to the IFAS payroll system via standard interface.

Payroll Periods
The system supports weekly, bi-weekly, semi-monthly and monthly pay cycles. We have many clients who set up multiple cycles to handle various schedules. For each pay cycle, there are periods defined to cover specific date ranges for the year. (12 periods defined for the monthly cycle, 26 defined for the bi-weekly cycle, etc.) While multiple cycles may be defined for the system, each employee is assigned to only one cycle at a time. To promote accuracy and better controls, payroll calculations are only run for one pay period at a time.

Flexible Schedules
The system supports any number of calendars to describe various schedules of work days, non-work days, holidays, and other types. Each specific day code will have its own schedule for hours worked.

Calculation Codes
One of the most powerful features of the payroll system is a set of instructions which are put together to form calculation codes. These calculation codes are used to compute employees' payments, accruals, taxes and other deductions and contributions when a payroll is calculated. These codes are extremely flexible in their application and allow us to address highly unique and complex tasks as well as very basic ones. As part of the payroll training, clients are encouraged to learn to write and modify their own calculation codes allowing them to control future enhancements and new situations.

Trial Payroll

Any number of trial payrolls may be run. An option which is supported by our system is to include all General Ledger posting reports in the trial run.

Taxes

Our system maintains a comprehensive set of tax tables and calculations for federal, state, and local entities as well as Canada, Puerto Rico, Guam and American Samoa. SunGard Bi-Tech's annual maintenance includes updating the federal and state tax tables. If any changes to the calculations are required, we make them.

Customized Payroll checks

As part of the standard PY installation, we customize the PY check writer to meet client specifications for information which is to appear on both the payroll check face and the stub. Typically clients elect to show period and year-to-date values for all payments, deductions, benefits, and vacation and sick hours.

Direct Deposit

Our system supports direct deposit (Electronic Funds Transfer) into multiple bank accounts per employee. For example, the employee may wish to have 20% of the check deposited into a savings account, 40% deposited into a checking account, and the remaining 40% paid in an actual check. We provide customized formatting of the EFT remittance advice forms (usually these match the PY checks) and these can be tracked through the Bank Reconciliation database by a separate numbering sequence.

Check Reconciliation

IFAS includes a Bank Reconciliation system which works with Accounts Payable and Payroll. This system maintains all checks and produces a variety of reports which are used in the reconciliation process. Checks are divided into the following categories: Paid, Reversed, Hand Written, Void starter checks, Void enter checks (last in a box), Void continued (stub continuation), Canceled, Stale Dated, and Void Hand Written. Our system also processes canceled check tapes/files from the bank.

Manual Checks

The system supports the printing and processing by the system of manual checks and does all calculations and postings to General Ledger and Bank Reconciliation systems.

Leave Balances

Vacation, sick, floating holiday and other user-defined balance-type hours and associated limits may be defined and tracked on the system. Balances are automatically maintained and available for reporting purposes, such as inclusion on the payroll check stubs. Leave balances can be checked during payroll calculation to determine if there are amounts sufficient to cover leave taken as well as to test if accruals exceed limits.

Cafeteria Plan

A large number of our clients have cafeteria style benefit plans. The Human Resource Information System can be structured so that it provides modeling information for employee choice plans.

Pre-tax Deductions
All types of tax deferred annuity plans are supported in our standard payroll calculations.

Retroactive pay
Our software includes a special utility program which will automatically apply retroactive pay, with all appropriate General Ledger entries and payroll history entries made by the system.

Deduction, Contribution, and Pay Assignments
The system will support unlimited active and inactive assignments for individual employee. Assignment status can be determined by a status code or by specific start and stop dates.

Number of Deductions, Contributions, Hours
The system supports up to 999 types of each.

Deduction and Contribution Limits
Individual limits may be entered for each contribution and deduction assigned to an employee. These may be expressed as limits for the period, month, quarter, calendar year, tax year, fiscal year or as inception-to-date.

Additional Taxes
Each deduction, and employer contribution, may specify an additive amount; e.g., calculate normal FIT and then add $50.00 a month. The user may specify that the calculation is to be based upon a dollar amount or a percentage.

EEO Reports
The system supports standard EEO-4 and EEO-6 report and tape formats.

PERS Reports
Our system does all PERS calculations and generates the PERS tape.

W-2's
Our system prints the W-2's and generates the required magnetic tape media. Our maintenance contract includes updates to W-2 processing requirements on an annual basis.

Quarterly Tax Reports
Our system produces a quarterly tax summary report and the 941 reports.

Human Resources

Overview

SunGard Bi-Tech's Human Resource Information System is a comprehensive package designed for various types of environments. It is fully integrated with IFAS Payroll and Position Budgeting. Included within the HR system is a Position Control system. As outlined below, HR is installed with many of the standard features generally associated with a fully integrated personnel management system. Because many of the screens are standalone, a client may pick and choose which functionality they desire, to create an HR system to reflect their unique environment. In addition, the client may add, change, or delete portions of the system to tailor it to their own specific environment and terminology. All portions of the software are available interactively and HELP facilities may be updated for client policies and procedures.

SunGard is constantly enhancing the system as new technology becomes available. As new technology is released, and the client remains current with the Standard Maintenance and Support Agreement, no additional license fees will be charged for previously licensed modules.

Human Resources Employee Master Screen

Features

Employee Demographics

A great deal of data may be stored/maintained with regards to employee demographics. Demographic data includes the employee ID, name, address(es), marital status, ethnic information, I-9 information, birth date, and hire date. Screens exist to maintain dependent information, emergency contacts, grievance information, disciplinary actions, performance evaluations, career information, educational and skill information.

Employee Pay

The employee pay system monitors information necessary for payroll to provide employees with paychecks. It monitors the basic position assignment and setup including begin and end dates for position and salary assignment, grade and step information, reasons for changes, and cost center information. The HR/PY system also enables an employee to hold more than one position at a given time.

Taxes and Benefits

Taxes and benefits are usually a quite complex and variable area. The SunGard Bi-Tech HR system tries to provide a flexible system to encompass as many variables as possible. An income tax screen enables one entry point for assigning the standard tax items to an employee. Information such as Federal and State tax filing status, assignment begin and end dates, and additional amounts and dates are tracked.

Benefits can be assigned individually or as packages. Flexibility is included to enable a variety of calculations, depending upon the client. Screens for Tax Sheltered Annuity elections and U.S. Savings Bonds are also available.

These functions are fully integrated with IFAS Payroll or they may be used as stand-alone screens. Numerous "Inquiry" screens are provided to provide an up-to-date view of an employee's status in the above areas.

Basic COBRA and Worker's Compensation screens are available for HR monitoring. An enhanced COBRA and Worker's Compensation module will be available around the end of 1999. Included will be integrated Accounts Receivable/COBRA functionality.

Job/Career
The job/career section maintains various information such as Awards, Career Development, Education, Performance Evaluations, and Licenses and Certifications.

Applicant Tracking
A comprehensive Applicant Tracking module is included with HR. Everything from the applicant definition to the position(s) the applicant applies for is maintained. When an applicant is hired from this module, the employee specific information automatically transfers to the employee screens to eliminate duplicate data entry time and potential for errors. Additional information monitored through this module are requisitions and their criteria for applications; applicant skills, education and testing; and interview results.

History/Audit Trail
Full logging is provided on many screens within the HR system which maintains a complete audit trail of changes including what was changed, when and by whom. It is an option the client may choose to keep or eliminate on a screen by screen basis. In addition to full logging is a partial logging option which simply records when and by whom a record was changed.

Position Control
Position Control manages the creation and definition of positions and allows controlling the assignment of positions by dollar amount, full-time equivalencies or both. Positions can be designed on a one to one basis with a position control number or on a one to many basis for the position number or position control number.

Credential Maintenance
The K-12 HR system contains a credential maintenance and tracking component.

Security
TRIAD security is client defined and may be as generic or specific as a client desires. It may be setup to be as general as by module (grouping of screens) or as specific as a particular field on a screen.

Reporting
A set of standard reports are provided with the HR system but much of the reporting needs are handled through the payroll system or customized using SunGard Bi-Tech's Click, Drag and Drill (CDD) product.

Employee Online

Overview
Employee Online is an online human resources application that provides employees with the means to modify, correct and otherwise update their personnel records via the Internet. The application is fully integrated with the IFAS Human Resources system, enabling authorized users to access up-to-the-minute information. After logging in to Employee Online, employees can peruse their personnel records on file, including current contact, direct deposit, benefit package, insurance information, and more. In addition to displaying information, Employee Online can be used as a handler of change requests; for example, a user can request that a new dependant be added to a health insurance plan using Employee Online. By automating many of the processes that Human Resources departments normally handle, Employee online provides instant anytime access to employees while easing the burden on administrative roles.

Major Features
Upon logging into Employee Online, authorized employees have a number of records from which they can reference.

- **Personal Information** – Allows users to view and update address and emergency contact information.

- **Direct Deposit** – Allows users to send money from their paycheck directly to the bank. A user may designate a flat amount or a percentage of their check to be deposited into one or more specific accounts.

- **Deferred Compensation** – Handles pre-tax deductions such as 457 and 401(k) savings plans.

- **Savings Bonds** – Allows users to indicate an amount to be deducted from their paycheck that will count toward the purchase of savings bonds.

- **Benefit Information** – Allows users to view and modify their benefit package.

- **Tax Status and Withholdings** – Allows employees to view and update both federal and state tax-filing status. Users can also change the number of dependents declared and indicate additional withholding amounts.

- **Payroll Check** – Allows users to view check stub information for past pay periods.

- **Job/Position Information** – Allows users to view the status of their current position. Status can include position title, position history, salary schedule and grade, and pay rate(s).

- **Training** – Maintains a record of any special position–related training that users may have received.

- **Employee Directory** – A list of all employees and provides contact information such as phone numbers and e-mail addresses. Employees may use this screen to search for co-workers' telephone numbers and e-mail addresses.

Position Budgeting

Overview
The Position Budgeting System is designed to project future salary and benefit costs using current Human Resource and Payroll data. Several different budget models may be created to estimate costs under different scenarios, including new or deleted positions, salary increases, or benefit cost changes. Position Budgeting data can then be used to automatically create a line item in the General and/or Job Project Ledgers. Position Control information is fully integrated with the Human Resource Information System, General Ledger, and Payroll.

Features

Payroll-Based Philosophy
The system allows you to create a budget for salaries and benefits for the next fiscal year. This is done very accurately by creating a model of your current Human Resources/Payroll database, and calculating the budget by repeatedly running mock payrolls for each period and cycle of the next year.

Modeling
The Human Resources and Payroll databases are copied to create a model database. The user can create multiple models, and are limited only by available disc space. These model databases can be modified as much as desired to forecast the Human Resources/Payroll situation for the budget period. Then a budget flat file is generated from this data by running concurrent simulations for the budget period. The budget will be as accurate as the Human Resources/Payroll data which is entered.

Vacant Employees
The user may add Vacant Employees which will be hired for next year and these will be figured into the budget. Vacant employees can be given an estimated salary and a standard benefit package, and these values will be used to calculate the position costs. If a position is filled, then the exact salary and fringe package used for that employee will be used to calculate the position costs.

Global Salary Increases
The user may change Payroll Grade/Step changes in one step for all employees. The user may also give all employees a salary step or salary percentage increase at their anniversary date or other date. If the salary costs change, then any benefits that derive from a percentage of salary are also automatically adjusted.

Budgeting
The budget flat file created from the Position Budget cost simulation can be distributed to any one of the 10 named budget versions defined in the General Ledger subsystem, and further modified there.

Model Implementation
Depending on how and to what extent Position Budgeting interfaces back into Human Resources, which is flexible, the user may bring portions of the modeled data back into the live Human Resources subsystem, thereby activating the changes planned for in the modeling process.

Stores Inventory

Overview
The Stores Inventory System, SI, is designed to account for assets purchased by an organization which are being held in inventory until needed by a sub-unit of the organization, or until the assets are sold to outside third parties. The SI system accounts for the assets from the time they are received until they are distributed. To accomplish this task, the SI system has been separated into three major functions: Receiving, order processing, and inventory control.

Features

Automatic Unit Conversion
Inventory items may be ordered in a variety of units and the system will convert the received unit of measure into the stocking unit of measure. Unit conversion factors may be defined globally, or by vendor and product.

User Defined Pricing Formulas
The price that is charged to the customer is completely user definable and can be configured globally or by product or customer.

Automatic Purchase Request Generation
The reorder process can not only report on those items that need replenishing, but can also create the purchase requests for those items. Restocking becomes simply a matter of verifying current prices.

User Defined Formats
The format of the pick ticket (list of items to be pulled from shelf) and packing slip (receipt to customer) are custom defined and changeable by the user.

Fixed Assets

Overview
The SunGard Bi-Tech Fixed Assets Inventory System, FAIS, is designed to monitor and report on all capitalized and non-capitalized fixed assets within an organization. Specifically, FAIS keeps track of the asset and related asset information from the time of acquisition until it is purged from the Fixed Assets Data Base. In addition to monitoring the asset, FAIS also performs a number of depreciation calculations and makes required entries to the General Ledger. The major emphasis has been placed on the flexible and interactive retrieval of needed information from the Fixed Assets Data Base.

Features

Track All Assets
The system will track any fixed asset which is placed in the system. In addition to modeling all client defined data items, the system can be used to manage warranty, maintenance and improvement information.

Data Elements
Because of the manner in which we have designed this system, the client may add, delete, and change data elements as needed. For example, a number of clients have created fields to store specific vehicle information or computer system component specifications.

Funding Sources
The system provides for tracking multiple funding sources related to an asset and multiple expense accounts used in purchasing the asset.

Components
Assets can be entered as components to facilitate separate depreciation, yet combined reporting.

Adjustments / Improvements
A maintenance/improvements screen is available to make adjustments that may increase the assets value and extend its life. In addition to adjusting the asset, valuable descriptive information about the improvement is kept.

Depreciation
The system currently supports Straight Line, Sum of the Years Digits, and units of production methods of depreciation. Most of our clients use Straight Line.

PO & AP Interfaces
The interfaces from Purchasing and Accounts Payable allow for the creation of the asset at the time of receiving. Additional information can be attached to the asset at the time of payment.

GL Interfaces
Validation of entered accounts occurs between Fixed Assets and General Ledger as well as posting additions, transfers, retirements and depreciation to the general ledger.

Bid Management

Overview
The system provides the ability to record and track verbal quotes, written quotes and formal bids. Features include: real time entry of phone quotes, automatic creation of Purchase Orders, development of formal bid cycles with their associated tasks required, vendor performance tracking and tracking of activity related to the bid through the award and beyond. Integration will include Purchasing, Encumbrances, General Ledger, Job Ledger and Person/Entity. The overall goal of this system is to provide complete information from the original request, on to the Purchase Order, and ultimately through completion of all purchases.

Features

Quotes
The system gives you the ability to update existing Purchase Requisition items, either individually or all items associated with a Request Number. Interfaces are to Purchasing, Nucleus, PE, Product Information and the Stores Inventory module.

Bid Item Information
The user enters information received from the vendor in the Bid Information screen. This gives the user the ability to select the 'best' bid from a group of vendors. This process allows the user to update a single Purchase Request, or if the user wishes, join multiple Purchase Requests into a single Purchase Order. Interfaces are to Purchasing, Nucleus, PE, Product Information and the Stores Inventory Module.

Tasks
The user has the ability to setup multiple tasks, used in conjunction with creating any number of 'Bid Cycles'. Each Bid is associated with a unique Cycle ID, specifying the number of days required to complete the entire Bid process.

Purchasing Utility Interface
The Bid Management System gives the user the ability to directly update the price of individual items on a Purchase Request. It also gives the user the ability to copy existing Purchase Requests into new Purchase Request numbers.

Bidders List
The system allows you to select multiple vendors based upon multiple Product Codes, multiple Commodity Codes, and multiple Vendor Association values. Name and address information is extracted via CDD for the user to download to word processing for mail merge processes.

Contract Management

Overview
The system provides the ability to record multiple contracts within a master contract. Within this, the user may specify multiple year contracts, one-time or recurring contracts, multiple levels of required approvals and multiple vendor contracts within a master contract. The system also supports the creation of Purchasing/Encumbrance entries and the automatic transfer of information into the Accounts Payable module.

Features
Contracts
The user has the ability to create multiple vendor contracts within a master contract. Each contract may be for a single, or multiple years.

Approvals
The user may setup to a maximum of 5 required approvals for each screen/record in the system.

Payments
The system will automatically transfer information from the Contract Management System into the Accounts Payable Module via the Entries Waiting Approval Process.

Purchasing
The system can create multiple encumbrances via the Purchasing interface. The user creates and prints PO's to update the Encumbrance system.

Tasks
The user may setup multiple Task definitions for the creation of Cycles. Each Contract is associated with a predefined Cycle. Each Task is defined with a default number of days required.

Grants Management

Overview
The goal of the SunGard Bi-Tech Grants Management System is to track a project from the initial proposal to closing. The NAME screen is the place in the Grants Management System where the user can assign, change, or delete a "proposal number" or a "project number". All other screens in the Grants Management System that are associated with a proposal number or a project number require that these numbers be defined in the NAME screen first. The "proposal number" is the key to the entire system. This number is vital; some proposals do not get awarded the project, and therefore, are never assigned a project number; they are identified solely by their proposal number. A "project number" is not assigned until a project has actually been awarded to a specific proposal.

Specifically Grants Management can be divided into the grant life cycles such as the proposal, award, budgeting and cost sharing projections, sponsor billing, memo and reporting needs and grant closure. Additional types of grant activity may be created through user-defined functions. In addition to capturing grant activity, the grant system can make related Accounts Receivable billing entries.

Features
Grants Database
All grant information updates are handled interactively. The system may maintain a chronological log of all desired grant entries and/or changes. Ability to track and report flow through grant activity.

Automatic Posting
Provides automatic creation and validation of Job Ledger Chart of Accounts. A fail safe audit trail of all entries posted to the General Ledger and Accounts Receivable systems. Supports annual and multi-year budget entry to be interfaced to the IFAS General Ledger.

User-Defined
All entries to the General Ledger and Accounts Receivable are defined by the client at the time of installation.

Security
A robust security system allows each user to be assigned a specific job running and data base access capabilities: e.g. a user may be defined to only access those grants for which responsibility has been assigned.

Reports
The Grants Management system supports the system wide IFAS Report Writer CDD (Click, Drag and Drill) to report all grant information. The system allows the user to define a group of periodic reports and the request the information in one simple command.

Reporting
Access to information is straightforward and easy. The Grants Management System includes standard reports and immediate online inquiry to any data in the system. Security-protected reports can be run at the user's networked computer via the Internet from any web browser.

Work Order Management

Overview
The SunGard Bi-Tech "Work Order Management System" is designed to encompass Work Order Definition, Detail Estimation, Work Order Processing, Work Order Billing and Charge Back. Phase I focuses on the data collection and tracking of work order information. All information pertaining to the work order from the original user request, to detail estimates, to on-line approvals, to assignment of resources, both personnel and equipment, to the scheduling of the work, to the capturing of work order activity, and finally to the closing of the work order itself. While creating new Work Orders, users will be able to inquire into other IFAS applications for information like: materials (including pricing) available in the warehouse, staffing (including rate information) in the payroll system, and equipment (both to use on a work order and to be worked on) from the Fixed Assets system. The Work Order itself can be created with a multi-level structure to allow for the creation of sub-orders, tasks, etc. within a master order. All activity begins within the Work Order Management system including: status of the order, posting of charges into the General Ledger system, billing costs (including overhead and markup) to external entities from the Accounts Receivable system, and posting of all maintenance and improvement costs back to the individual Fixed Asset item within the Fixed Asset system. Links into other IFAS systems include: Accounts Receivable, Encumbrances, Fixed Assets, General and Job Ledger, Payroll and Stores Inventory.

Features
Tracking & Billing
Ability to handle recurring work orders and one-time only work orders. Automatic creation and scheduling of recurring work orders. Ability to track work orders by background parts like master order, sub-order and task. Separate billing flags for: labor, equipment, tools and materials. Each class of items has the ability to be set as billable vs. non-billable, and appropriate overhead charges, flat rate or variable based, may be added. Multiple levels of on-line approvals.

Links with Other Systems
Work Order interfaces to other IFAS modules such as: General Ledger, Accounts Receivable, Stores Inventory, Encumbrances, Fixed Assets, and Payroll.

Flexibility
Ability to create all items necessary for a work order by referencing a work order template code. Based upon the code all staff, equipment, tools and materials necessary for the work order will be listed as the defaults on the screen. Large text sections for instructions and miscellaneous comments. Ability to create an automated process to systematically schedule recurring work orders, such as, inspections. Ability to enter the "maintenance" frequency, store the last "maintenance" date, and the next scheduled "maintenance" date. Ability to establish phases of a specific order, such as design, construction and testing. Ability to create an encumbrance record for the work order and to control expenditures against that total.

On-line Inquiries & Reporting
On-line inquiries on all code tables, work order requests, approved work orders and other general information. Ability to roll task information up to the various user defined levels of the work order itself (i.e. task to roll up to sub-order and sub-order information to roll up to the master work order for reporting purposes). Ability to print work order request, approved work orders and completed work orders with all comments.

Code tables
Code tables are available for: Work Order Standards, Material Rates, Tool Rates, Equipment Rates, Labor Rates, Overhead Rates, Location, Work Order Categories, and Work Order Types.

Click, Drag & Drill

Overview

Click, Drag & Drill (CDD) is an executive reporting module available for use in all areas of IFAS. CDD is Windows based and accesses data from the live database in real-time even databases which are used with other application software. CDD does however, have IFAS specific knowledge and special features to assist you in reporting IFAS data. CDD can report on data in any of the IFAS modules. This provides a fully integrated reporting module allowing for cross module reporting and cross module drill down analysis to provide immediate supporting data for higher or lower level reports. Integration with the Image Enabler provides full image integration across all image supporting modules and CDD.

CDD reports are designed graphically through a Windows report design function. During report design, the user is assisted by a report generation wizard. The wizard walks the user through the steps of selecting data fields to be printed, sort fields, totaling options and general report specifications. The wizard generates a report definition that can be modified directly to include more sophisticated features. A report definition can be run immediately or saved and used by other users. Sub-reports, or reports within a report, can be designed into a definition. This allows for multiple report formats with entirely different data to be combined into one report.

Reports can be run with the output directed to a window, a printer or a file. When directed to a file, there are HTML, tab delimited and quote delimited options for use in importing into other software products. When run to a window, the user can use a drill down feature to request supporting information for the report being shown. By double clicking on a field of the report, a drill down is initiated. For example, the user could define a report showing the budget to actual status for a range of accounts. By double clicking on the account, the user could drill down to the transaction level detail for the account. By double clicking again, say on the PO Number field, the user could drill down to see the associated Purchase Order information, and so on. Images that have been attached to reported data are available through the drill down feature also.

Features

Report Wizard

The report wizard will take the user through a step by step process to create one of three report generation options: Blank, Columnar or Formatted reports. In each case, a data category is selected from the data dictionary. For the blank option, the report design is handled manually by the user. For Columnar reports, the user is guided through a series of screens that determine the layout of the data on the report. The Formatted option is similar, but in addition, indentation is automated at sort levels and totals are generated.

Graphic Designer

A report design contains regions that are associated with events that will take place when the report is run. For instance there is a Page Header region that will print each time a Page Header is needed. As well, a Page Footer that will print at the bottom of each page.

There are Sort Header regions that can print when sort values change. The same is true for Sort Footers. The Sort Header prints before a group with a particular value, providing a header. The Sort Footer prints after a group with a particular value, providing group totals. Detail regions are formatted as the body of the report.

The following is a list of regions supported by CDD: Page Heading, Sort Headers, Detail, Sort Footers, Page Footing, Sub Reports (these may be parallel queries). Regions can be added to or removed from the report.

Regions are formatted by selecting data elements from the list of report category fields, system fields or user defined fields and placing them (by dragging the mouse) into the region. Once the field is placed into the region, it can be moved by clicking and dragging it to another location, aligned top, left, right or bottom with other fields, or have any number of properties set.

The field properties include color, format mask, justification, border, total type and font related settings.

Growing Fields
Some fields require more room than is available across a report. A field setting is available to indicate a field can grow as necessary. This means that if the data to be printed in the field is too long to fit, the field can be stretched down automatically to accommodate the longer value. This is especially useful for long descriptive fields.

Sorting
CDD does not impose a limit on the number of fields that can be included in the sort description of a report. Any database field in the report category can be used in the sort.

User Defined Fields
User defined fields can be created to handle reporting requirements outside of what is provided by the category itself. Character, Date and Numeric user defined fields are supported. Initial values can be set for the fields or they can be set up to require user input when the report is run.

System Fields
There are a number of system fields maintained automatically. Among these are system date, report date, page number, user ID and user name. IFAS specific system fields include default ledger, default working budget version, fiscal year (of report date) and fiscal period (of report date). For a report, any of these system fields can be set to require user input for their initial value at run time. Frequently the report date is set up this way so that it can be provided by the user requesting the report.

Macros
Each region defined on a report can have associated with it a macro that will execute prior to the region being formatted for printing. These macros can be used to do extended totaling, provide conditional logic for setting user defined field values and allow for extraction of data values from other tables in the database. The macro language provides functions for doing date arithmetic and IFAS specific tasks. When extracting data values from other tables in the database, IFAS and TRIAD security is enforced.

Drill Down
The drill down feature gives CDD tremendous power as an executive reporting tool. Drill down is designed into CDD in three ways.

First is in the sub-report feature of the report design. In the design of a report, a mandatory drill can be created as a sub-report allowing data from a separate category(s) to be formatted into the report.

The second drill type comes at runtime. While studying a report, a user can decide that a drill to supporting data is necessary. The drill may be a one time event, or recorded for future use. In this type of drill, a field is chosen as the 'hot point' to activate the drill, another report is

identified as the target report and the parameters to join the two are established. Setting the joining parameters involves associating common fields which, for the target report, will provide the input filter using data values from the active report. When this type of drill is recorded for future use, the cursor, when placed on the 'hot point' field, is a magnifying glass providing visual reference to the existence of the associated drill.

The third drill type is also a runtime decision and provides an interface to the Image Enabler. In this type of drill, the user can view any image that may be attached to the associated data record.

Selection Criteria (Data Filters)
Selection criteria can be provided at two levels in CDD. The first is in the report definition. Selection criteria can be provided here to require particular data filtering for a specific report. For instance, some reports are designed for revenue and expense accounts only. Report level selection criteria can determine that only those types of accounts are to be selected regardless of who runs the report and what additional filtering they provide.

The second type of selection criteria occurs at runtime. At this level, many selection criteria definitions can be created and stored providing a catalog of selection criteria's that are used for different purposes.

When defining selection criteria, dates, numeric values and character strings can be used. As well, entries in the selection criteria can be marked as requiring input from the user. Using this feature, each time a user requests a report containing these entries, a prompt screen will be shown requesting the related values to be entered.

Report Storage
Report definitions can be maintained in a user managed folder structure. Folders can be created to group reports on common themes. This folder structure is used to present reports when editing the design, running a report and when SunGard Bi-Tech 's Insight explorer shows CDD reports.

Data Dictionary
The data dictionary includes table and column definitions and groupings of tables called categories. Table definitions can be automatically imported from existing database tables. As well, TRIAD applications can have their clusters and attributes imported into this dictionary. Categories are created by grouping associated tables together.

Groups of tables are established into categories. These categories contain table relationships (join descriptors). As well, alias and heading information is maintained in these categories to provide a customized presentation of the set of tables. A category can contain user defined fields and may contain a macro used to set these fields and/or perform extended tasks for each data row processed.

Security
CDD is sensitive to IFAS database access security. There is no additional security set up required to protect your IFAS data. CDD report definitions and category definitions can be protected through security definitions.

Because some SQL queries can require excessive system resources, an option is available to allow a user access to only those reports for which selection criteria filters have been recorded. For users restricted in this manner, a recorded filter must be used when the report is run.

Report Library
IFAS data dictionary definitions and report definitions are provided with CDD.

Web Deployment
Through the use of *CDD.net*, any CDD report may be deployed through the use of a Web browser (Netscape Navigator, Microsoft Internet Explorer 3.0 or better). *CDD.net* also supports imaging to enable authorized users to view original documents via the Intra/internet.

Graphing
CDD's Graph Wizard facilitates the creation of graphs containing IFAS information desired by the user. These graphs can then be dragged and dropped into CDD reports.

CDD.net (web-based reporting)

Overview
CDD.net allows any Click, Drag and Drill (CDD) report to be viewed via the World Wide Web or a local intranet. This allows users to access IFAS data (or other ODBC available data) from the easy to use, intuitive user interface of an Internet web browser. This also reduces the administrative overhead of having to connect individual users to IFAS, and the cost associated with licensing individual ODBC drivers for each client PC.

Viewing a CDD report from CDD.net provides all the features for viewing reports that are available in CDD. For instance reports can be viewed via your web browser including HTML drill down links to other reports. In fact, using CDD.net you can even view images and graphs which were created in CDD.

Features
Simple and Easy To Use
CDD.net is easy to use. The user only needs to have the skills needed to navigate the World Wide Web. *CDD.net* is intuitive and interactive. Ideal for users who need dynamic, up-to-the-minute reporting without the hassles of traditional reporting tools.

Common Interfaces
CDD.net works with most common web browsers such as Netscape and Microsoft Internet Explorer.

Cross Platform
CDD.net can be used on Macintosh, Windows 3.X, Windows 95/98, Windows NT and UNIX based environments or on anything that can run a web browser.

Public/Private
CDD.net allows IFAS to integrate with the organizations intranet or with the Internet. The client can make financial reports available to the whole world or only to those within the organization.

Safe
CDD.net is password protected and read-only. Changes to financial information can not be made through *CDD.net*. Information can only be accessed based on a user's IFAS security level.

COLD Storage (Document Management)

Overview
IFAS users don't have to leave their desks or waste untold reams of paper to view past financial reports. COLD is an acronym for Computer Output to Laser Disc.

With COLD Storage, the user does not have to print a report in order to view it, saving time and paper. COLD Storage saves resources by accessing reports that are archived electronically on a hard disc or compact disc rather than stored on paper. The City of San Mateo is having great success with a similar system. Bill Marion, Business Systems Manager, said that the City experienced a paper savings of 50 to 60 percent this past year. Bill estimated the City is saving up to twenty thousand dollars a year as a result of reduced paper usage. As long as archived reports reside on the NT Server network they can be viewed with COLD Storage. COLD Storage is not limited to use with IFAS. It can view reports generated by any application capable of generating ASCII files.
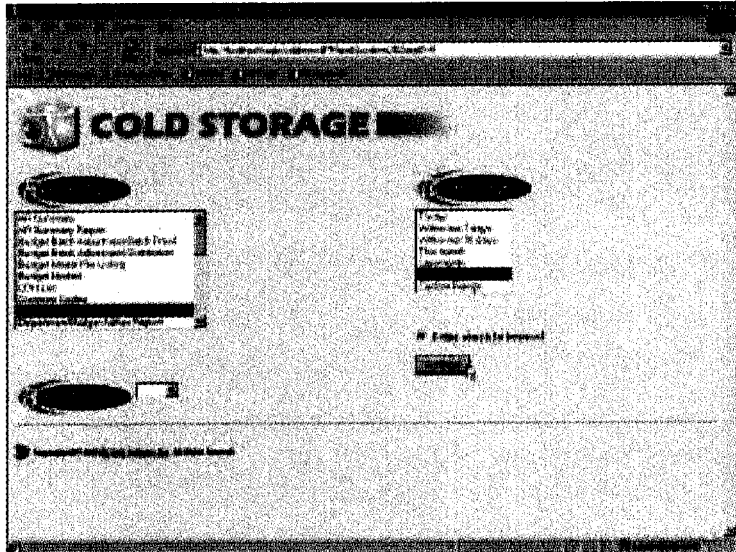
COLD Storage accesses Ad Hoc and standard subsystem reports classified by type (Batch proof, PY Posting, etc.). Using a Web browser the user can view reports instantly as they would view a Web-page. Another option is to request that a report from IFAS be printed to COLD Storage rather than to a printer. COLD Storage then sends the user the report via e-mail.

Groups of report files initially saved to hard disk may be assigned a 'volume ID' and moved to any location on the network accessible to NT Server. For instance, reports for January through March 1997, could be assigned the volume ID #13, burned onto a CD-ROM and moved from their original location. Once Cold Storage is informed that Volume #13 can be found at a new location, the reports can be run on Cold Storage just as they did before being archived to CD-ROM.
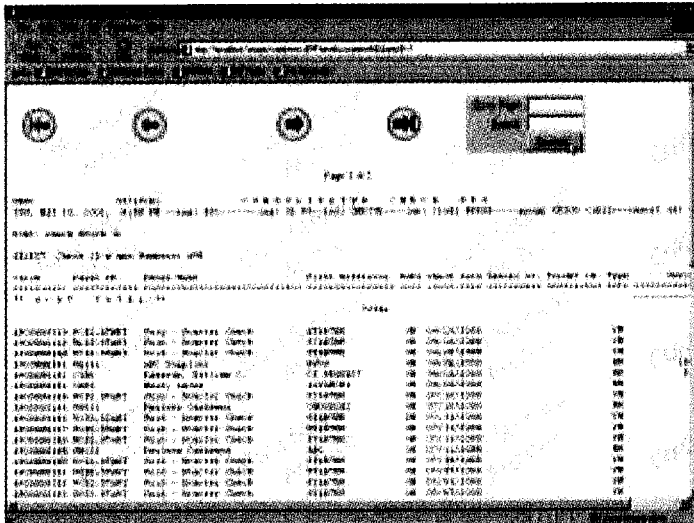
Cold Storage can be used by Windows and Macintosh machines. Cold Storage requires a UNIX platform and a Windows NT Web Server. For e-mail functionality Cold Storage requires an SMTP-compliant mail server.

Image Enabler

Overview

SunGard Bi-Tech's Imaging Technology software is comprised of seven powerful and flexible tools: the Image Enabler, the Image Browser, four Image Specific Applications (AP Invoice Entry, Quick Check, Quick Pay and Receiving), and the Image Administrator. The Image system allows for images (e.g., faxes, invoices, resumes, etc.) to be scanned and then attached to a wide range of elements in the IFAS database. For example, images attached to the Accounts Payable database can be recalled based on PO, Invoice Number or Vendor keys. Scanned images may also be accessed through SunGard Bi-Tech's report writer, Click, Drag and Drill. Speedy development of custom imaging applications is supported by TRIAD.
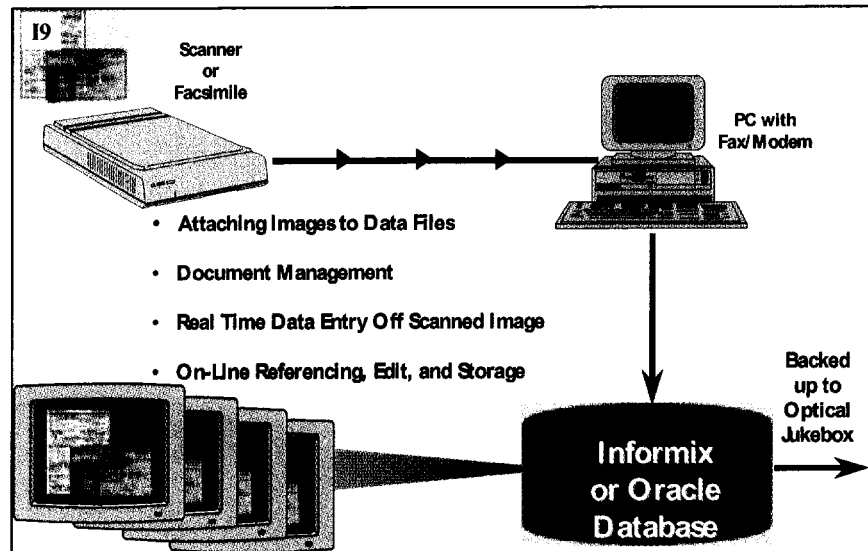
The Seven Enabling Tools

The Image enabling system is comprised of seven interconnected tools. The central tool in the system is the Image Enabler, through which images are captured, retrieved, viewed and printed. The remaining tools, the Image Browser, AP Invoice Entry, Image Quick Check and the Image Administrator are each used to access, catalog or manipulate the images held in the database.

Image Enabler

The PC Windows based Image Enabler provides the primary user-interface with images. It allows zooming, scrolling, rotation and pagination through multi-page documents. Image (raster) files in 36 formats can be read and displayed. The Image Enabler supports single page or sheet feeder TWAIN compliant scanners. Images can be imported or exported through the clipboard or as files.

The user can define types, forms, attachments and fields (selecting the field coordinates with a mouse). Images are written to the image data-set and associated attachments are created after selecting a type and form. The user also specifies the compression to be used when writing the images. TIFF CCITT Group 4 is the default compression setting for monochrome images and JPEG is the default compression for color images. CCITT Group 3, PICT and BMP are also supported. An interface to the Calera ICR (character recognition) engine is provided. This can be used to pass ICR results to word processors or other Windows applications. ICR results can also be used for data entry or to attach images to the IFAS database. Annotations may be made directly to documents.

The Image Enabler also provides image viewing for TRIAD applications. The TRIAD application uses sockets to send a Document ID to the widget, which then uses ODBC to fetch and display the image from the database.

The Image Browser.
The Image Browser is a PC Windows based utility that allows for browsing images. Images can be selected for viewing by type, form or attachment values by using a *View Image* button.

The Image Browser can also browse for two types of errors: *Browse Unattached* to select images that are not attached to any database records, and *Browse Misattached* by *Type* which will browse by the selected type for records that are improperly attached.

The Image Administrator.
The Image Administrator is a PC Windows based utility program that allows a system administrator to move image BLOBs from magnetic to permanent optical storage and to prune images from the magnetic storage after they have been unused for a period of time. Through the Image Administrator utility, the image database can be assigned specific and global settings to determine the frequency of both savings and pruning images from the system.

AP Invoice Entry, Quick Check, Quick Pay, and Receiving include a point and click ICR interface for data entry. The mouse is used to click on the value of the image, then click on the data field. The value is converted from an image to ASCII and validated.

The following are four image specific applications that are available: AP Invoice Entry, Quick Check, Quick Pay and Receiving.

Image Enabled AP Invoice Processing.
This is a specific utility accomplished using the Image Enabler. Through this utility, images (Invoices) are scanned and attached to the Accounts Payable Database. The PO associated with the invoice can be viewed. A three way match of the PO, invoice, and the ordered/received items is performed to allow approval for payment.

Image Enabled Quick Check.
This application allows for "Quick Check" stubs to be attached with their corresponding invoices for accurate referencing. Using ICR, images saved through the Quick Check system can be cataloged by a number of means, including check number.

Image Enabled Quick Pay.
Quick Pay is designed for invoices for which no PO was created. Through this utility, images (Invoices) are scanned and attached to the Accounts Payable Database. In addition to the information entered in AP Invoice Processing, Account, Vendor and other information required for payment and posting is entered.

Image Enabled Receiving.
Allows entering receiving information from scanned receiving documents. Inventory and Fixed Assets are updated. Receiving documents are attached to vendor, PO and open hold detail by PO for later reference.

Easy Laser Forms (ELF)

ELF: Easy Laser Forms for IFAS

ELF: a program that converts graphics into printer macros.   With ELF you are able to send a macro to the printer allowing you to print any form that can be drawn or digitized and populate it with data from IFAS.

Features & Benefits

- ELF is a pure software solution. No hardware requirements like a printer board or font cartridge are necessary. Printer must be PCL 5 compatible.

- ELF can be used on multiple printers without additional installations.

- ELF allows the user to print forms to any local or network accessible printer.

- The ELF programs are independent of the IFAS host system, running from a PC using Windows 95 or NT.

- Work, such as large check runs, can be split and run off multiple printers at the same time.

- Security is embedded in the software through the use of image encryption and password requirements. An audit trail is available through IFAS.

- Signature logic available for Payroll and EFT.

- ELF provides user defined fonts which include the MICR font and signatures.

- ELF can print multisided forms (limited to 120 lines on form).

Print Processing Requirements

- HP PCL 5 compatible printer.
- MICR Toner
- PC to copy a file to the printer either directly or through the network
- 16 megs of memory required

Nucleus System Security

Nucleus is the data and software that centralizes the control of IFAS modules. The system provides many security safeguards at the logical, database, and demographic level; conducts menu/job request dialog with the user for all subsystems; launches batch (background) jobs and activates tasks interactively; provides the tools to create and customize user/job interface dialogue; creates a standard structure for configuring user given parameters to control applications programs; and centralizes system information such as Common Codes, Report Headings, and Menu dialog.

Features

Security
Nucleus centralizes most of IFAS security, and is configured to give users a limited view of IFAS. It does so on three levels. The first is the system level. These settings control when a user can log in, what system resources the user has access to such as printers or operating system commands. The next level is the menu level. These settings control what menu items the user sees, and thus what types of jobs the user can run. The last level is the database level. These settings control what data values the user can see and use, down to the data item level. This security is integrated into all subsystems.

Job control
Nucleus launches jobs based on the user request, and allows the user to specify the priority of the job (limited by the security capabilities), and how to run the job. Job running options include: interactive, background (batch), scheduled (the user may specify a date and time), and recurrently scheduled (e.g. every other Saturday at 13:00). Also, before the user launches the report, the screen displays an estimated run time, calculated from an average of previous runs.

Output Control
Nucleus provides the control for the output of all IFAS reports and special forms. The number of copies, priority of the print job, and the printer selection can be specified at report running time.

Menu Customization
An administrator can easily add menu options to run client specific programs directly from the IFAS menu, and can customize the wording of existing menus, report headings, and questions.

Macro Capabilities
Nucleus provides for user creation of Use Files to simplify tasks. Use Files are IFAS scripts which consolidate many IFAS commands into a single command. Creating them is as simple as entering the commands you wish to save.

IFAS Configuration
Nucleus manages system parameters in the form of Common Codes. These Common Codes are configured by an IFAS administrator to control how the software in other subsystems behaves.

Auditing and Logging
Nucleus can log every job that a user runs, including begin and end times, status, and a key into transaction tables.