

Signing Instructions:

Two original copies of the following documents have been signed by SunGard and included in this packet:

1. Addendum and Exhibits

Please **sign and date** the flagged page and return one signed original:

SunGard Public Sector Inc.
(d/b/a SunGard K-12 Education)
3 West Broad Street
Bethlehem, PA 18018
Telephone: 610-691-3616
Toll Free: 866-905-8989
Fax: 610-954-8378
Attn: David Madea, VP of Finance

Questions regarding this Agreement should be directed to:

Attn: Christian Meyer
Telephone: 866-905-8989 ext. 22847
Email: christian.meyer@sungardps.com

To avoid delays in all correspondence, please provide billing and other pertinent information in the space below:

Address: _____
Billing Attention: _____
Other: _____

Thank you!

CONTRACT NO. 2222

SunGard Public Sector Inc.
d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

Client:

Independent School District 709
215 North 1st Avenue East
Duluth, MN 55802-2058
Telephone: 218-336-8700 ext. 1051
Fax: 218-336-8773
Attn: Robin Evanson

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 agreement, dated July 7, 2000, to add the following as attached hereto and part of this Addendum.

EXHIBITS TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

- 1. Software (Perpetual License)
 - i. BusinessPLUS
- 2. Professional Services
 - i. BusinessPLUS
- 3. Hardware Components
- 4. Pricing Notes

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 Education first ships the Component System to the Delivery Address F.O.B. SunGard K-12 Education'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.

Independent School District 709

SunGard Public Sector Inc.

BY: _____

BY:  _____

PRINT NAME: _____

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: _____

PRINT TITLE: Vice President, Sales

DATE SIGNED: _____

DATE SIGNED: August 14, 2014

EXHIBIT A: PAYMENT SCHEDULE

LICENSED SOFTWARE AND SERVICES

1	Software (Perpetual License) (refer to Exhibit B for detail) BusinessPLUS 100% due upon Software Delivery	\$10,073 \$10,073
2	Professional Services (refer to Exhibit B for detail) Fixed Fee Services 100% due upon Execution Date Other Services Due monthly as incurred	\$2,220 \$300 \$1,920
3	Hardware Components (refer to Exhibit B for detail) Including Installation and Integration 100% due upon Execution Date	\$750
TOTAL SOFTWARE AND SERVICES ⁽¹⁾:		\$13,043

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

YEAR 2 MAINTENANCE ⁽¹⁾

1	Perpetual Software Maintenance	\$1,748
TOTAL YEAR 2 MAINTENANCE:		\$1,748

¹ Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 Education in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. SOFTWARE (Perpetual License)

BusinessPLUS		Software	
Applications	License Fee	2nd Year Maintenance	
Tools			
⁽¹⁶⁾ Webform Productivity Pack	10,073	1,748	
Subtotal Proposed Applications:	\$10,073	\$1,748	

BusinessPLUS Footnotes:

- ¹ First year maintenance and support included at no additional cost.
- ¹⁶ The Webform Productivity Pack consists of webforms for: Budget Transfer, Direct Reimbursement, Personal Time Off, Travel Advance, Travel Reimbursement, and Vendor Request.

2. PROFESSIONAL SERVICES

BusinessPLUS		Professional Services		
OnTrack Consulting and Training	Consulting Days	Training Days	Price	
Webform Productivity Pack	-	1.50	1,920	
Subtotal Proposed Services:	-	1.50	\$1,920	

Value Added Services	Days	Price	2nd Year Maintenance	
Remote Project Manager	Fixed Fee	300	N/A	
Subtotal Proposed Services:	-	\$300	-	

TOTAL BusinessPLUS Proposed Services:	\$2,220		
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3. HARDWARE COMPONENTS

Hardware Components	
Hardware Equipment and Services	Cost
Installation Services	\$750

4. PRICING NOTES

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