

CITY OF LYNN  
ARTICLES OF AGREEMENT

CONTRACT #

AGREEMENT # 8575

This agreement made and entered into this 1<sup>st</sup> day of **January** in the year **2013**, by and between the City of Lynn, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, party of the first part, hereinafter referred to as the City, by and through its Mayor, Judith Flanagan Kennedy, duly authorized by Charles E. White, Purchasing Agent, under date of 5th day of January 2013, and **Sungard Public Sector Inc., 3 West Broad Street, Suite 1, Bethlehem PA 18010**, hereinafter referred to as "the Contractor".

**ARTICLE I.** The Contractor agrees to furnish and deliver services, materials, supplies or equipment hereinafter **PRODUCT**, as may be ordered by the Purchasing Agent, as hereinafter described in Article II, for the period of one year, with an option to renew for second year to be exercised only by the City. This contract is subject to and conditioned upon appropriation by the funding authority.

**ARTICLE II.** The City agrees to pay for the following listed **PRODUCT**, to be furnished by the Contractor in accordance with the attached Purchase Order, unless otherwise specified.

**Software Maintenance Agreement for the Contractor's software licensed to the City as detailed in attached agreement of terms. Contract year: January 1, 2013 through December 31, 2013 with one year renewable if agreed by both parties in December 2013.**

**Total (initial one-year term): \$171,225.11 (one hundred seventy-one thousand, two hundred twenty-five dollars and eleven cents.**

The Contractor shall furnish the above in strict compliance with the invitation to bid specifications prepared therefore, annexed hereto and incorporated herein by reference.

**ARTICLE III.** The Contractor shall conform to all determinations and directions of the Purchasing Agent of the City relating to the **PRODUCT** and their delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the **PRODUCT** and the time and manner of their delivery.

**ARTICLE IV.** The City, if the Contractor shall fail to furnish and deliver any of said **PRODUCT** as required after the purchase order for same has been given to the Contractor or mailed to him at the business address stated in his proposal, acting by the Purchasing Agent, may obtain the **PRODUCT** ordered at any other source, and the City, if the Purchasing Agent shall give to the Contractor or mail to him at the business address stated in his proposal, a notice, signed by the Purchasing Agent that the Contractor has failed to carry out the contract to the satisfaction of the Purchasing Agent, who at his/her discretion, and without further notice may cancel the contract.

**ARTICLE V.** The City from any sums due the Contractor for **PRODUCT** delivered may keep for its own, the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City in consequence, of purchasing **PRODUCT** as aforesaid at any other source or by any failure, omission or mistake of the Contractor, his agents or employees, in furnishing or delivering **PRODUCT**, as provided in this contract.

**ARTICLE VI.** This contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause thereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

**ARTICLE VII.** Notwithstanding anything to the contrary hereinbefore contained, it is expressly agreed that the City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure or omission of the Contractor to furnish or deliver any of the **PRODUCT** called for in this contract if the Contractor's said failure or omission shall have been caused by state of war, acts of

enemies, embargoes, expropriation or confiscation of the facilities used by the Contractor or his supplier for the production, manufacture, transportation, handling or delivery of said PRODUCT, or by compliance with any law, order or regulation of any federal, state or municipal governmental authority; the Contractor having given to the City, reasonable notice of such cause.

**ARTICLE VIII.** The Contractor promises and agrees to furnish a bond or certified check in the penal sum of NOT APPLICABLE --conditioned to insure the faithful performance of this contract with surety satisfactory to the City.

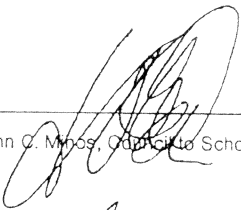
**ARTICLE IX.** The Contractor in the performance of all work after award and prior to completion of the contract work will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.


**ARTICLE X.** The Contractor shall not assign this contract without the express prior written consent of the City of Lynn.

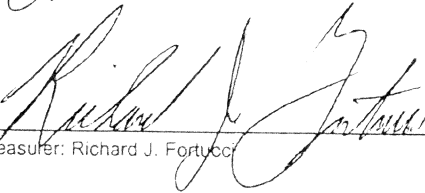
**ARTICLE XI.** The Contractor shall indemnify and save harmless the City of Lynn and all of its officers, agents and employees from any suits, causes of action, claims, judgments or any other liability that may arise as a result of Contractor's actions or failure to act.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands the day and year first above written.

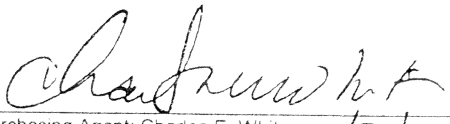
AS APPROVED TO FORM:

  
\_\_\_\_\_  
John C. Minos, Chairman School Committee

  
\_\_\_\_\_  
CONTRACTOR: Dave Madea, VP Finance,  
Sungard Public Sector Inc.

  
\_\_\_\_\_  
Treasurer: Richard J. Fortucci

  
\_\_\_\_\_  
Superintendent of Schools: Catherine C. Latham

  
\_\_\_\_\_  
Purchasing Agent: Charles E. White  
1/18/13

  
\_\_\_\_\_  
Mayor: Judith Flanagan Kennedy

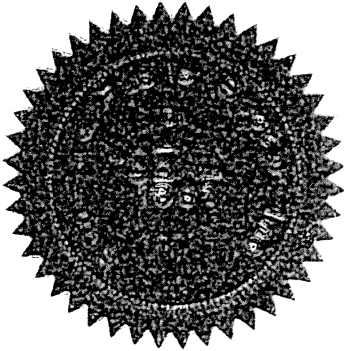
\*If Contractor is a corporation, a Clerk's Certificate must be executed.

SUNGARD PUBLIC SECTOR INC.

CERTIFICATE OF SECRETARY

THE UNDERSIGNED, Leslie S. Brush, being the duly elected Secretary of SunGard Public Sector Inc., a corporation duly formed and validly existing under the laws of the State of Florida ("SunGard"), does hereby certify that David D. Madea is a duly elected Vice President, Finance - K-12 Education of the Corporation, and further that by virtue of such office he is fully authorized to enter into and execute any and all documents, agreements and/or instruments in the name of, and on behalf, of the Corporation.

WITNESS the due execution and delivery hereof on the 7th day of January, 2013.



Leslie S. Brush  
Leslie S. Brush, Secretary

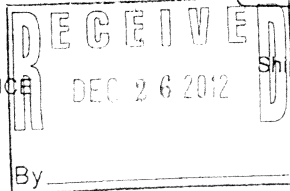
**SUNGARD** K-12 EDUCATION

**Invoice**

3 West Broad Street  
 Suite 1  
 Bethlehem, PA 18018  
 t - 866-905-8989  
 f - 610-954-8378

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
PE	135888	01/Jan/2013	1 of 3
<i>Sales Order: 52434</i>			

Bill To: LYNN PUBLIC SCHOOLS  
 LVTI-ANNEX/SCHOOL ADMIN OFFICE  
 ATTN: ACCOUNTS PAYABLE  
 90 COMMERCIAL STREET  
 LYNN, MA 01905



Ship To: LYNN PUBLIC SCHOOLS  
 LVTI-ANNEX/SCHOOL ADMIN OFFICE  
 ATTN: ACCOUNTS PAYABLE  
 90 COMMERCIAL STREET  
 LYNN, MA 01905

Attn: ACCOUNTS PAYABLE 781-593-1680

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<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO</i>	<i>Currency</i>	<i>Terms</i>	<i>Ext Inv.</i>	<i>Due Date</i>
1 1640	LYNN PUBLIC SCHOOLS		USD	NET30		31/Jan/2013

<i>SKU Code/Description/Comments</i>	<i>Taxable</i>	<i>No. of Users</i>	<i>Units</i>	<i>Rate</i>	<i>Disc %</i>	<i>Extended Price</i>
Renewal - FPGWC eFinancePLUS Web Browser Interface Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	5,011.67	0.00	5,011.67
Renewal - FPHRM FPLUS Human Resources Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	10,971.51	0.00	10,971.51
Renewal - FPSAL FPLUS Salary Negotiations Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,479.87	0.00	1,479.87
<b>Total for product group FINANCE PLUS SW:</b>						<b>\$17,463.05</b>
Renewal - FO CUSTOM FCD07AG - HRM: Middle Name Field Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,391.12	0.00	1,391.12
Renewal - FO CUSTOM FCXXB6651 - Modifications to HRM Personnel Attend Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	314.89	0.00	314.89
Renewal - FO CUSTOM FCXXB6853 - Calendar Attendance Entry Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	7,871.64	0.00	7,871.64
Renewal - FO CUSTOM FCXXB7344 - HRM: Store Last Year's Balance in Attendance Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,653.04	0.00	1,653.04
Renewal - FO CUSTOM FCXXB8098 - HRM: Create Summary Organization Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,102.05	0.00	1,102.05
Renewal - FO CUSTOM FCXXB9386 - HRM: Attendance Posting & Report Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	787.18	0.00	787.18
Renewal - FO CUSTOM FCXXB9387 - HRM: Modifications to Payroll Tax Screen Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	629.73	0.00	629.73
<b>Total for product group FINANCIAL OPEN SERIES PROFESSIONAL SERVICES:</b>						<b>\$13,749.65</b>
Renewal - FP CUSTOM FCLYN002 - HRM: Modify Screens for NCLB Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,042.58	0.00	1,042.58
Renewal - FP CUSTOM FCLYN1000-HRM: Prevent Distribution Display Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	536.96	0.00	536.96
Renewal - FP CUSTOM	Yes	1	1	1,073.94	0.00	1,073.94
<b>Page Total</b>						<b>\$33,866.18</b>

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<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
PE	135888	01/Jan/2013	2 of 3
<i>Sales Order:</i> 52434			

Bill To: LYNN PUBLIC SCHOOLS  
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FCXXB7232 -HRM: Multiple Assignment & Professional Staff Seniority Report  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Total for product group FINANCIAL PLUS PROFESSIONAL SERVICES: \$2,653.48

Renewal - SEESCHOOLPLUS  
 eSchoolPLUS  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	77,139.61	0.00	77,139.61
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Renewal - SERMA  
 eSchoolPLUS MA State Reports  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	3,151.78	0.00	3,151.78
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Renewal - SEMSB  
 eSchoolPLUS Master Schedule Builder  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	2,219.45	0.00	2,219.45
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Total for product group eSchoolPlus SW: \$82,510.84

Renewal - SE CUSTOM  
 SCLYN030 - Custom Elementary Report Card for Lynn Public Schools  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	2,194.33	0.00	2,194.33
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Renewal - SE CUSTOM  
 SCLYN035 - Custom Block Format Schedule for Lynn Public Schools  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	3,356.03	0.00	3,356.03
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Renewal - SE CUSTOM  
 SCLYN037A - 5-Week Register Report for Lynn Public Schools  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	2,684.82	0.00	2,684.82
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Renewal - SE CUSTOM  
 SCLYN038 - Custom Attendance-Based Marks for Lynn Public Schools  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	2,416.34	0.00	2,416.34
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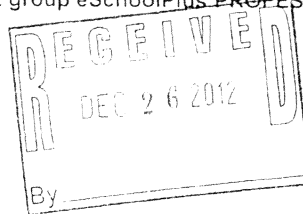
Renewal - SE CUSTOM  
 SCLYN040 - Custom Secondary Report Card for Lynn Public Schools  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	2,839.72	0.00	2,839.72
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Renewal - SE CUSTOM  
 SCLYN042 - Preferred Meals Rapid Entry for Lynn Public Schools  
 Maintenance Start: 01/Jan/2013, End: 31/Dec/2013

Yes	1	1	3,600.00	0.00	3,600.00
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Total for product group eSchoolPlus PROFESSIONAL SERVICES: \$17,091.24



**SUNGARD** K-12 EDUCATION

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<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
PE	135888	01/Jan/2013	3 of 3
<i>Sales Order:</i> 52434			

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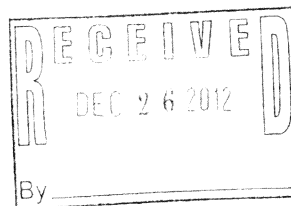
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Attn: ACCOUNTS PAYABLE 781-593-1680

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<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO</i>	<i>Currency</i>	<i>Terms</i>	<i>Ext Inv.</i>	<i>Due Date</i>
1 1640	LYNN PUBLIC SCHOOLS		USD	NET30		31/Jan/2013

<i>SKU Code/Description/Comments</i>	<i>Taxable</i>	<i>No. of Users</i>	<i>Units</i>	<i>Rate</i>	<i>Disc %</i>	<i>Extended Price</i>
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Page Total \$0.00

Comments: IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT KEVIN MARQUEZ AT 610-849-7446 OR SEND E-MAIL TO kevin.marquez@sungardps.com

Remittance Made Payable To:  
 SunGard Public Sector Inc.  
 2290 Collection Center Drive  
 Chicago, IL 60693

Subtotal	133,468.26
Sales Tax	0.00
Invoice Total	133,468.26
Payment Received	0.00
Balance if paid by 31/Jan/2013	133,468.26
Balance if not paid by 31/Jan/2013	133,468.26

# SINGARD K-12 EDUCATION

3 West Broad Street  
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# Invoice

<i>Company</i> PE	<i>Document No</i> 135440	<i>Date</i> 01/Jan/2013	<i>Page</i> 1 of 3
<i>Sales Order:</i> 52319			

Bill To: LYNN PUBLIC SCHOOLS  
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 LYNN, MA 01905

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Renewal - FINPLUSSQL Plus Series SQL - Financial License Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	600.00	0.00	600.00
<b>Total For Group:</b>						<b>\$600.00</b>
Renewal - 400337-001 1x8 Port Monitor/Mouse/Kybrd Switch Box Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	237.00	0.00	237.00
Renewal - 336044-B21 1x8 Port Monitor/Mouse/Kybrd Switch Box Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	238.00	0.00	238.00
Renewal - 336045-B21 2x16 HP Server Console Switch Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	553.00	0.00	553.00
Renewal - DIAGSUPPAK Diagnostic Support Package Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	395.00	0.00	395.00
Renewal - AF204A HP 1/8 Ultrium 960 Tape Autoloader Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	924.00	0.00	924.00
Renewal - 373822-001 HP DL380R04 - lyn-crn2 Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	783.00	0.00	783.00
Renewal - 457922-001 HP ProLiant DL360 - FinanceWeb Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	444.00	0.00	444.00
Renewal - Q1595B HP StorageWorks Ultrium 960, Rack-mount-Single drive installed in a 3U rack-mount kit Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	489.00	0.00	489.00
Renewal - 416566-001 ProLiant DL360 - esp aps / lpsesp1/2/3 Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	3	480.00	0.00	1,440.00
Renewal - 376235-001 ProLiant DL360 - Rnet/lpscrn1 Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	444.00	0.00	444.00
Renewal - 416566-001 ProLiant DL360 - Task/File Svr lpsstk1/2 Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	2	480.00	0.00	960.00
Renewal - 403684-001 ProLiant ML570 Rack Server - eSchool db / lpsqql1 Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,380.00	0.00	1,380.00

Page Total **\$8,887.00**

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# Invoice

Company PE	Document No 135440	Date 01/Jan/2013	Page 2 of 3
Sales Order: 52319			

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Customer Grp/No.	Customer Name	Customer PO	Currency	Terms	Ext Inv.	Due Date
1 1640	LYNN PUBLIC SCHOOLS		USD	NET30		31/Jan/2013
SKU Code/Description/Comments	Taxable	No. of Users	Units	Rate	Disc %	Extended Price
Renewal - WINDOWSMMAINT Window Phone - Cognos Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,806.27	0.00	1,806.27
Renewal - WINDOWSMMAINT Windows Phone - esp task/file Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	2	1	1,158.39	0.00	1,158.39
Renewal - WINDOWSMMAINT Windows Phone Support - eSchool Apps Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	3	1	1,737.05	0.00	1,737.05
Renewal - WINDOWSMMAINT Windows Phone Support - eSchool Database Server Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	4,633.57	0.00	4,633.57
Renewal - WINDOWSMMAINT Windows Phone Support - Fin Web Server Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	579.20	0.00	579.20
Renewal - WINDOWSMMAINT Windows Phone Support - Finance Server Maintenance Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	4,633.57	0.00	4,633.57
Renewal - 4JSCMAINT Four J's/Genero Maint - Finance Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	40	1	4,549.05	0.00	4,549.05
Renewal - COGEFPCRNAC ReportNet - Anonymous Consumer - eFinancePLUS - Cognos Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	1,281.82	0.00	1,281.82
Renewal - COGESECRNAC ReportNet - Anonymous Consumer - eSchoolPLUS - Cognos Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	1	1	6,795.87	0.00	6,795.87
Renewal - COGCRNPA ReportNet - Professional Author - Cognos Maintenance: Start: 01/Jan/2013, End: 31/Dec/2013	Yes	4	1	1,695.06	0.00	1,695.06

Total for product group **HARDWARE:** \$22,835.05

Total for product group **THIRD PARTY/DATABASE SOFTWARE:** \$14,321.80

Page Total \$28,869.85



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Page Total \$0.00

Comments: IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT KEVIN MARQUEZ AT 610-849-7448 OR SEND E-MAIL TO k.marquez@sungardps.com

Payment Made Payable To:  
 Sungard Public Sector Inc.  
 100 Collection Center Drive  
 Chicago, IL 60693

Subtotal	37,756.85
Sales Tax	0.00
Invoice Total	37,756.85
Payment Received	0.00
Balance If paid by 31/Jan/2013	37,756.85
Balance If not paid by 31/Jan/2013	37,756.85

# Lynn Public School System



DATA CENTER @ LVTI, 80 Neptune Boulevard, Lynn, MA 01902  
Office (781) 477-7418 or (781) 477-7414  
Fax (781) 477-7417

Sheila M. Astuccio  
MIS Director/Computer Implementation  
Voice Mail (781) 595-5794  
e-mail: [astuccios@lynnschools.org](mailto:astuccios@lynnschools.org)  
Maura J. Scherrer  
Principal Computer Operator  
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Christine M. Kaczorowski  
Acting Computer System Manager  
Voice Mail (781) 477-7434  
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Emily L. Dawkins  
Asst. Computer System Manager  
e-mail: [dawkinse@lynnschools.org](mailto:dawkinse@lynnschools.org)

DATE: September 16, 2003  
TO: All Departments and Staff  
FROM: Sheila M. Astuccio, MIS Director / Computer Implementation  
CC: Stephen C. Upton, School Business Manager  
Dr. Raymond Bastarache, Deputy Superintendent  
RE: Information Data Release Policy: COGNOS Impromptu Report Writer

I refer all staff to the policy statement for security dated May 16, 2001 and December 15, 2000.

The COGNOS Impromptu report writer will allow remote users to individually process lists of relevant data for internal user for school purposes. Those choosing to run their own lists must be aware that this is a distributed client server database and data must be verified for release by respective district offices especially for official reporting purposes.

Since confidentiality of Lynn Public School data and the appropriate administrative and departmental approval of the release of computer data are an administrative concern, the following policy and procedural process will be followed:

- All requests for Financial Data Information release must be processed through the office of the School Business Manager (i.e., Stephen C. Upton).
  - Departmental Budget Status
- All outside requests for Student Data release must be processed through the office of the Deputy Superintendent or School Business Manager.
  - Student Census for City Hall;
  - Student Names and Addresses, Phone Numbers, Low Income, Meals Status;
  - DOE or Federal Report data;

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- All requests for Test Data release must be processed and approved by Deputy Superintendent, Dr. Raymond Bastarache or Executive Director Curriculum and Instruction, Dr. Jaye Warry:
  - MCAS
  - IOWA
  - SRI
  - STARMATH
  - OTHER
  
- All requests for Personnel Data release must be processed through the School Business Manager or Human Resource Director. Superintendent Nicholas P. Kostan, Deputy Superintendent Dr. Raymond Bastarache, or Stephen C. Upton, School Business Manager will approve requests for release.
  - Staff Names and Addresses;
  - Staff School or Class List;
  - Professional Seniority List;
  - LPS Organization List
  
- All requests for Special Education Data release must be processed through the Special Education Director, Stephen Kotsakis. Some requests will be referred to Stephen C. Upton or Deputy Superintendent, Dr. Raymond Bastarache for release approval.
  - Special Education Student Register
  - Special Education Data

SEND REQUEST FORM TO THE APPROPRIATE DEPARTMENT (S).  
APPROVED REQUESTS WILL BE FORWARDED TO THE DATA CENTER.

- All routine Lynn Public Schools data requests from the departments or schools for the design of a NEW REPORT, LABELS, or modifications of EXISTING REPORTS must be submitted to the Data Center on the appropriate form.
- Reports which are meaningful to be distributed MONTHLY or YEARLY, must indicate on the form the preferred date of release. These printouts will be SCHEDULED BY THE DATA CENTER with agreement of requesting department or school, and will NOT require re-submission of request form(s).

A REVIEW OF SCHEDULED REPORTS IS REQUIRED AT THE BEGINNING  
OF EACH SCHOOL YEAR WITH THE DATABASE ADMINISTRATOR

APPROVED: \_\_\_\_\_

Superintendent, Nicholas P. Kostan