

Microsoft Campus Licensing Agreement

KDE has entered into an agreement with Microsoft in which school districts have the opportunity to have unlimited access to a wide range of software from Microsoft based on the number of employees using computers in the district—not the number of computers and/or users. Pricing the software in this manner allows districts access to many software packages and/or updates that would otherwise prove cost prohibitive. For this reason, the technology department is asking the Gallatin County Board of Education to approve the attached contract.

Some Advantages of the Campus Agreement

- Includes a suite of products—not just one Office 2010, Server CALs, Windows 7, etc.
- The District always has the necessary licenses to install the newest versions of the software (e.g. Windows 7 and Office 2010)
- Provides unified software for the District
- Staff and students can purchase software for home use at a greatly reduced price (\$9.95 and up)



Electronic Document Submission Authorization

By signing below, you agree that the accompanying contract documentation is authorized to be submitted to Microsoft Licensing, G.P. via electronic means.

Additionally, you acknowledge and consent that:

- The electronically submitted version of the contract document(s) is a legally binding arrangement, and that no other copies of the agreement will be processed.
- Upon execution by Microsoft, the contract documentation will be returned to you with an original Microsoft signature on your non-original signature document.

Customer Name	Gallatin County Public Schools
Customer Representative Signature	
Customer Printed Name and Title	Peggy Angela White, CIO
Date	9-27-10

Campus and School Media Election Form

Media Election Form

AGREEMENT INFORMATION

The asterisks (*) in the information fields below indicate required information.

Institution contact name: * Peggy Angla White

Media subscriptions relating to the Campus and School Agreement will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in the agreement.

The media delivery address is to determine the delivery location. If Institution does not elect physical media and intends to download soft copies of media instead, please provide the download delivery location as the media kit delivery address.

MEDIA DELIVERY ADDRESS

Name of organization (if different from Institution organization): * Gallatin County Public School
 Contact name: First: * Peggy Last: * White
 Contact email address: (required for online access) * angie.white@gallatin.kyschools.us
 Street address: (no PO boxes accepted) * 75 Boardwalk
 City: * Darsburg State/Province: * KY Postal code: * 41095
 Phone: * ~~859~~ 567-1826 Fax: * 859-567-4528
 Country: * US County: * Gallatin In City Limits? * Estimated Tax Rate: * N/A - Tax Exempt #B233

Upon Microsoft's acceptances of Institution's agreement and order, Institution is entitled to a media kit containing each product Institution selected in Institution's initial order.

Does Institution request a media kit? (This option does not apply to renewing Institutions). No

Does Institution request subscription updates? No

Note: Media requested on this form is shipped on Institution's initial order. If Institution places future orders for new product under this agreement, Institution must separately order the media from Institution's reseller for a fee.

Media Shipping Information Form – Media Election Form (Continued)

For each language and group Institution wishes to receive, mark the corresponding box with an X. Institution may choose up to two (2) languages. If Institution wants more than two languages, Institution may order them through Institution's reseller for a fee.

Language	CD Set
English	<input checked="" type="checkbox"/>
English/Multi-Language	<input checked="" type="checkbox"/>
Arabic	<input type="checkbox"/>
Brazilian Portuguese	<input type="checkbox"/>
Bulgarian	<input type="checkbox"/>
Chinese Simplified	<input type="checkbox"/>
Chinese Traditional	<input type="checkbox"/>
Chinese Traditional Hong Kong	<input type="checkbox"/>
Croatian	<input type="checkbox"/>
Czech	<input type="checkbox"/>
Danish	<input type="checkbox"/>
Dutch	<input type="checkbox"/>
Estonian	<input type="checkbox"/>
Finnish	<input type="checkbox"/>
French	<input type="checkbox"/>
German	<input type="checkbox"/>
Greek	<input type="checkbox"/>
Hebrew	<input type="checkbox"/>
Hungarian	<input type="checkbox"/>
Indic	<input type="checkbox"/>
Italian	<input type="checkbox"/>
Japanese	<input type="checkbox"/>
Korean	<input type="checkbox"/>
Latvian	<input type="checkbox"/>
Lithuanian	<input type="checkbox"/>
Norwegian	<input type="checkbox"/>
Polish	<input type="checkbox"/>
Portuguese	<input type="checkbox"/>
Romanian	<input type="checkbox"/>
Russian	<input type="checkbox"/>
Serbian	<input type="checkbox"/>
Slovak	<input type="checkbox"/>
Slovenian	<input type="checkbox"/>
Spanish	<input type="checkbox"/>
Swedish	<input type="checkbox"/>
Thai	<input type="checkbox"/>
Turkish	<input type="checkbox"/>
Ukrainian	<input type="checkbox"/>

Note: Not all products are available in every language. Please contact Institution's reseller to confirm language availability.

Campus Subscription Enrollment

Campus & School Agreement number <i>(Microsoft Affiliate or Reseller to complete)</i>	Previous Subscription Enrollment Number (if applicable) <i>(Reseller to complete)</i>
Subscription Enrollment number <i>(Microsoft Affiliate to complete)</i>	

This Enrollment must be attached to a signature form to be valid.

The Campus Subscription program gives Institution the right, during the Licensed Period, to have Institution and Institution's Users run Microsoft software during the Licensed Period. Institution's Users must consist of all teachers, staff, administrators, and students who have access to PCs. Institution is not required to count members of the public who access PCs that remain in Institution's open access lab(s) or libraries. Institution may not permit remote access to software installed on open access PCs. Institution may choose to enroll entire Institution, or Institution may enroll only specific departments. Departments must be for educational purposes.

Non-exclusivity. This Enrollment is non-exclusive. Nothing contained in it requires Institution to license, use, or promote Microsoft software or services exclusively. Institution may enter into agreements with other parties to license, use, or promote non-Microsoft software or services.

Definitions. All terms used but not defined in this Enrollment are located at <http://microsoft.com/licensing/contracts>.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The * indicates required fields. Microsoft may disclose contact information as necessary to administer this Enrollment

- a. Primary contact information.** The Institution signing this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is also the default online administrator for this Enrollment and will receive all notices unless Institution provides Microsoft written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* **Gallatin County Public Schools**
 Contact name* First **Peggy** Last **White**
 Contact email* **angie.white@gallatin.kyschools.us**
 Street address* **73 Beardwalk**
 City **Dansie** State/Province **KY** Postal code **41095**
 Country* **USA**
 Phone* **859-567-1826** Fax: **859-567-4528**
 Tax ID **61-6001373**

- b. Notices and online access contact information.** Complete this only if Institution wants to designate a notices and online contact different than the primary contact. This contact will become the default online administrator for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Same as primary contact
 Name of entity*

Contact name* First , Last
Contact email*
Street address*
City* , State/Province* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Institution)

Warning: This contact receives personally identifiable information of the Institution.

- c. **Online services administrator.** This person will receive communications concerning registration for online services ordered under this Enrollment.

Name of entity* Gallatin County Public Schools
Contact name* First Peggy last White
Contact email* angie.white@gallatin.kyschools.us
Street address* 79 Boardwalk
City* ~~Warsaw~~ State/Province* KY Postal code* 41095
Country* USA
Phone* 859-~~557-1826~~ 557-1826

- d. **Language preference.** Select the language for notices. English

- e. **Microsoft account manager.** Provide the Microsoft account manager contact for this Institution.

Microsoft account manager name:
Microsoft account manager Email address:

- f. **Reseller information**

Reseller company name* SHI
Street address PO boxes will not be accepted)* 33 Knightsbridge Road
City* Piscataway, State / Province* NJ and postal code* 08854
Country* US
Contact name*
Phone* 888-764-8888 Fax 888-764-8889
Email address* msteam@shi.com

The undersigned confirms that the information is correct.

Name of Reseller* SHI
Signature* <u>Peggy Angela White</u>
Printed name* Peggy Angela White
Printed title* Licensing Specialist
Date* 9-9-10

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Institution must choose a replacement. If Institution intends to change the Reseller, it must notify Microsoft and the former Reseller in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

- g. **Distributor information (if applicable)**

Distributor company name* N/A

Street address (PO boxes will not be accepted)*
City and postal code*
Country*
Contact name*
Phone* Fax
Email address*

2. Designate Institution participation and Users.

Please select only one of the following two options:

<input checked="" type="checkbox"/> Entire Institution is participating in this Enrollment (please continue on to Section 3)	<input type="checkbox"/> Only specific departments are included in this Enrollment (please continue below)
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If Institution is enrolling less than the entire Institution, provide the department names. Include all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as individual departments under the Campus subscription program.

List of participating departments	
<i>(please fill with the names of the departments participating in this Enrollment)</i>	

3. Designate faculty and staff count.

Please indicate the full time equivalent (FTE) faculty and staff count in Institution. Institution may exclude non-PC users such as maintenance, groundskeepers, cafeteria, etc. Total FTE count consists of all full-

time faculty and staff plus one-third of part-time faculty and one-half of part-time staff. The number of copies for each software product in Institution's faculty and staff initial order must be equal to the number shown in the table below.

Faculty and staff FTE count	
Faculty and Staff FTE Count	177

4. Student full-time equivalent (FTE) option.

The student FTE option gives Institution's students the right to run software on their own PCs or Institution-owned PCs that are assigned for individual, dedicated student use. Total student FTE consists of all full-time students plus one-third of part-time students. The number of copies of each software product in Institution's student initial order must be equal to the number shown in the table below.

Please select only one of the following two options:

<input type="checkbox"/>	<input checked="" type="checkbox"/>
Institution selects the student FTE option <i>(please complete table below)</i>	Institution does not select the student FTE option <i>(please continue to section 5)</i>

Student FTE option	
Total number of students to enroll:	0

Transfers to graduating students. If Institution elects the student FTE option, Institution may at any time during the Licensed Period transfer the right to run the software to a graduating student, upon such student's graduation from Institution. Institution must provide each graduating student with a student license confirmation. In addition, Institution must secure from all such graduating students their acceptance of the terms of the student license confirmation. Upon acceptance of such terms, their right to run the software identified in the license confirmation becomes perpetual.

5. Establishing Enrollment unit count and price level.

Microsoft assigns units to each software product available in this program. Institution can verify the units assigned to each software product in the Product List located at <http://microsoft.com/licensing/>. Institution can use the "Standard Campus Qualification and Manual Order Form" as a reference to obtain the total units for the Enrollment and total units for the student FTE option (if applicable).

Institution agrees that the minimum number of software units being ordered under this Enrollment is equal to or greater than 300 units. If Institution chose the Student FTE Option, Institution agrees that the minimum number of software units being ordered under this Enrollment for the student FTE option is equal to or greater than 300 units. This qualification must be met with the first order placed under this Enrollment. Price level B is only available for some Products.

Please select only one of the following two options:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unit count is at least 300 units <i>(Price Level A for all Products)</i>	Unit count is at least 300 units and total FTE Count is greater than 3,000 <i>(Price Level B for some Products)</i>

6. Licensed period.

Please select only one of the following two options:

<input type="checkbox"/> One Year Licensed Period	<input checked="" type="checkbox"/> Three Year Licensed Period
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This Enrollment will remain in effect during the Licensed Period. The Licensed Period begins on the date of Microsoft's email to Institution confirming Microsoft's acceptance of this Enrollment and expires after 12 full calendar months for a one-year Licensed Period, or 36 full calendar months for a three-year Licensed Period, unless earlier terminated or extended (as applicable) as provided in the agreement.

As stated in the agreement, one-year Licensed Periods may be extended by placing an extension order. The terms of Institution's agreement and Enrollment will govern any extensions of a one-year Licensed Period.

7. *Qualifying systems Licenses.*

All operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.**

Therefore, all qualified desktops on which Institution will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>.



Campus Signature Form

Agreement number

01C34607

SGN-

000-kstanley-E1166

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

Microsoft to complete

This signature form and all contract documents identified in the table below are entered into between the Institution and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
Amendment ID	CTM (01C34607)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Institution and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any website or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Institution	Microsoft Affiliate
Name of Entity * Kentucky Department of Education (KDE)	Microsoft Licensing, GP
Signature * 	Signature
Printed Name * HIREN DESAI	Printed Name
Printed Title * ASSOCIATE COMMISSIONER	Printed Title
Signature Date * 8/26/10	Signature Date <small>(date Microsoft affiliate countersigns)</small>
Tax ID	Effective Date <small>(may be different than our signature date)</small>

* Indicates required field

Optional 2nd Institution signature (if applicable)

Institution
Name of Entity *
Signature *
Printed Name *
Printed Title *
Signature Date *

If Institutions requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Institution, send it and the Contract Documents to Institution's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Institution will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer
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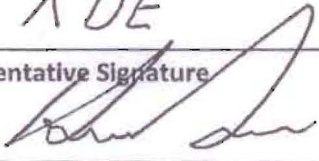


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Customer Name	KDE
Customer Representative Signature	
Customer Printed Name and Title	MIREN DESAI KDE ASSOCIATE COMMISSIONER
Date	8/26/10

Campus and School Agreement

Amendment ID CTM

000-kstanley-E1166

Section 3 of previous amendment 000-kstanley-E1121 is amended as shown. All other provisions remain unchanged.

3. Institutions wishing to enroll in this Campus Agreement must submit their subscription enrollments prior to **December 31, 2010**.

Reseller/Distributor acknowledgement

Name of Reseller/Distributor
Printed Name
Printed Title
Date
Purchase Order Number

Reseller/Distributor Signature

This amendment must be attached to a signature form to be valid.

Campus Signature Form

Agreement number

SGN-

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

Microsoft to complete

This signature form and all contract documents identified in the table below are entered into between the Institution and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Campus Enrollment	X20-00401
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Institution and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any website or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Institution	Microsoft Affiliate
Name of Entity * <i>Gallatin Co. Public Schools</i>	Microsoft Licensing, GP
Signature * <i>[Handwritten Signature]</i>	Signature
Printed Name * <i>Peggy Jungblut White</i>	Printed Name
Printed Title * <i>CIO</i>	Printed Title
Signature Date * <i>9-9-10</i>	Signature Date <small>(date Microsoft affiliate countersigns)</small>
Tax ID	Effective Date <small>(may be different than our signature date)</small>

* indicates required field

Optional 2nd Institution signature (if applicable)

Institution
Name of Entity *
Signature *
Printed Name *
Printed Title *
Signature Date *

If Institutions requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

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Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer

SHI Quote 3977781, School Agreement

Tom_Wampler@shi.com

Sent: Thursday, September 09, 2010 8:04 PM**To:** White, Angie**Attachments:** SHI Quote-3977781.htm (8 KB)

Hi Angie,

Attached is the quote that you requested. Please let me know if you have any questions.

Tom

Pricing Proposal
 Quotation #: 3977781
 Created On: Sep-09-2010
 Valid Until: Oct-09-2010

Gallatin County Public Schools**Business Development
Manager****Angie White**

74 Baordwalk
 Warsaw
 Kentucky
 41095
 Phone: 859-567-1826
 Fax:
 Email: angie.white@gallatin.kyschools.us

Tom Wampler

511 Malcolm Avenue
 Louisville, Ky. 40223
 Phone: 502-802-5855
 Fax: 502-742-5386
 Email: Tom_Wampler@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Campus Agreement Desktop Package with Enterprise CAL - License & software assurance - 1 PC - EDU - Campus - Wi Microsoft - Part#: C27-00017	177	\$53.00	\$9,381.00
		Total	\$9,381.00

Additional Comments

Pricing is an estimate. Pricing may be subject to change at time of renewal.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

B233

Exemption Number

Gallatin County Board of Education

Name of Exempt Institution

Important—Certificate not valid unless completed.

PURCHASE EXEMPTION CERTIFICATE

Check Applicable

Blanket

Single Purchase

I hereby certify that **Gallatin County Board of Education** is a Kentucky resident, nonprofit educational, charitable or religious institution, or Kentucky historical site, located at **75 Boardwalk, Warsaw, Kentucky** and that the tangible personal property, digital property or services to be purchased from

(NAME OF VENDOR) SHI - Software Hardware Integration

(ADDRESS OF VENDOR) 511 Malcolm Avenue, Louisville, KY 40223

will be used solely within the exempt function of a charitable, educational or religious institution, or historical site.

Description of property to be purchased: Microsoft Campus Licensing agreement

In the event that the property purchased is not used for an exempt purpose, it is understood that I am required to pay the tax measured by the purchase price of the property.

Any official or employee who uses this certificate to make tax-free purchases for his own personal use or that of any other person will be subject to the penalties provided in KRS 139.990 and other applicable laws.

Under penalties of perjury, I swear or affirm that the information on this certificate is true and correct as to every material matter.

Christie Wainwright

Authorized Signature

Finance Director

Title

9/27/10

Date

CAUTION TO SELLER: This certificate cannot be issued or used in any way by a construction contractor to purchase property to be used in fulfilling a contract with an exempt institution. Sellers accepting certificates for such purchases will be held liable for the sales or use tax.

DEPARTMENT OF REVENUE

Frankfort, Kentucky 40620 51A126 (12-09)