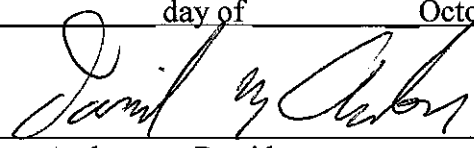


**ACKNOWLEDGMENT OF RECEIPT  
OF NOTICE OF MEETING**

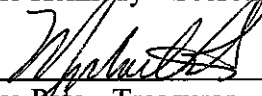
The undersigned members of the Board of Education of Millard, District #017, Omaha, Nebraska, hereby acknowledge receipt of advance notice of a special meeting of said Board of Education and the agenda for such meeting held at 12:00 P.M. on October 24 2011, at Don Stroh Administrative Center 5606 South 147th Street Omaha, NE 68137

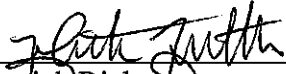
Dated this 24th day of October, 2011.

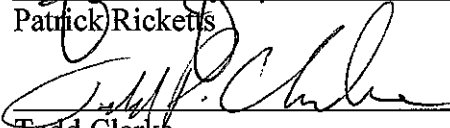
  
\_\_\_\_\_  
Dave Anderson - President

\_\_\_\_\_  
Linda Poole - Vice President

\_\_\_\_\_  
Mike Kennedy - Secretary

  
\_\_\_\_\_  
Mike Pate - Treasurer

  
\_\_\_\_\_  
Patrick Ricketts

  
\_\_\_\_\_  
Todd Clarke

**SCHOOL DISTRICT NO. 17  
NOTICE OF MEETING**

Notice is hereby given of a Special Board of Education meeting of School District No. 17, in the County of Douglas, which will be held at 12:00 Noon p.m. on Monday, October 24, 2011 at 5806 South 147th Street, Omaha, Nebraska.

Agendas for such meeting, kept continuously current, is available for public inspection at the office of the superintendent at 5806 South 147th Street, Omaha, Nebraska.

Mike Kennedy  
Secretary

10-21-11

**THE DAILY RECORD  
OF OMAHA**

**LYNDA K. HENNINGSEN, Publisher  
PROOF OF PUBLICATION**

**UNITED STATES OF AMERICA,**  
The State of Nebraska,  
District of Nebraska,  
County of Douglas,  
City of Omaha, } ss.

**J. BOYD**

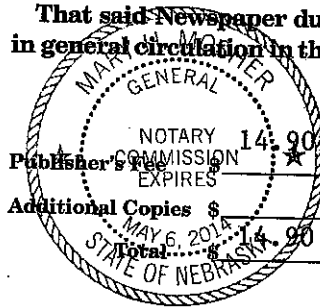
being duly sworn, deposes and says that she is

**LEGAL EDITOR**

of **THE DAILY RECORD**, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in **THE DAILY RECORD**, of Omaha, on \_\_\_\_\_

October 21, 2011

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.



Publisher's Fee \$ \_\_\_\_\_  
Additional Copies \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Subscribed in my presence and sworn to before  
me this 21st day of  
October 11, 2011

Notary Public in and for Douglas County,  
State of Nebraska



*SPECIAL BOARD OF EDUCATION*  
MEETING



*OCTOBER 24, 2011*

BOARD OF EDUCATION  
MILLARD PUBLIC SCHOOLS  
OMAHA, NEBRASKA

SPECIAL BOARD OF EDUCATION MEETING  
12:00 NOON P.M.

STROH ADMINISTRATION CENTER  
5606 SOUTH 147th STREET  
OCTOBER 24, 2011

**AGENDA**

A. Call to Order

**The Public Meeting Act is posted on the Wall and Available for Public Inspection**

B. Roll Call

C. Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.

D. New Business:

1. Approval of Contract for Technology Services

E. Adjournment

Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

BOARD OF EDUCATION  
MILLARD PUBLIC SCHOOLS  
OMAHA, NEBRASKA

SPECIAL BOARD OF EDUCATION MEETING  
12:00 NOON

STROH ADMINISTRATION CENTER  
5606 SOUTH 147th STREET  
OCTOBER 24, 2011

ADMINISTRATIVE MEMORANDUM

A. Call to Order

**The Public Meeting Act is posted on the Wall and Available for Public Inspection**

B. Roll Call

C. Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.

D. Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Associate Superintendent for General Administration, in consultation with the District's legal counsel, be authorized and directed to negotiate and execute a final contract with either Dell or NovaCoast (whichever presents a final proposal that is in the best interest of the District as determined by such Associate Superintendent) for the migration of the District's network directory services from Novell e-Directory to Microsoft Active Directory.

E. Adjournment

Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

### AGENDA SUMMARY SHEET

**AGENDA ITEM:** Approval of Statement of Work for Network Directory Migration Services

**MEETING DATE:** October 24, 2011

**DEPARTMENT:** Technology Division

**TITLE & BRIEF DESCRIPTION:** Approval of Statement of Work for Network Directory Migration Services – Request to contract with Novacoast Inc. for project management, services and support during conversion from Novell eDirectory to Microsoft Active Directory for network access across the District to be completed by December 31, 2011

**ACTION DESIRED:** Approval  Discussion  Information Only

**BACKGROUND:** During the 2010-2011 school year, the Technology Division worked with EMINEO group of Waverly, Nebraska to identify a scope of work and project timeline to complete a migration from the current network directory service, Novell eDirectory, to Microsoft Active Directory. The resulting scope of work identified a project lasting approximately 48 weeks. The District has used Novell for approximately 20 years. During the last 12 months, Novell has been acquired by Attachmate Corporation and Novell services were segmented into three separate divisions. This has resulted in slower support times and an overall lack of knowledgeable responses to District support requests. During August – October 2011, multiple occurrences of network downtime were encountered due to the failure of the Millard Novell eDirectory. Staff and students experienced approximately five full days of no access to computers and network resources. Responses were solicited from vendors regarding the feasibility of completing a conversion to Active Directory by the end of the first semester and costs for such services.

**OPTIONS AND ALTERNATIVES:** Select alternate vendor, extend deadline and seek additional proposals or do not convert directory services.


**RECOMMENDATION:** It is recommended that approval be given to enter into a contract with Novacoast Inc. for project management, consulting services and support to assist the District in completing a conversion from Novell eDirectory to Microsoft Active Directory by December 31, 2011 and that the Associate Superintendent for General Administration be authorized to execute any and all documents related to such contract.

**STRATEGIC PLAN REFERENCE:** n/a

**IMPLICATIONS OF ADOPTION/REJECTION:** Delay or rejection of this contract may cause additional network downtime resulting in loss of productivity for staff and loss of classroom and testing time and no access to network resources for students.

**TIMELINE:** Immediate

**RESPONSIBLE PERSON:** Vicki Hoskovec

**SUPERINTENDENT'S APPROVAL:** 

	<b>Dell</b>	<b>Novacoast</b>
Cost	\$ 772,445	\$ 480,750
Onsite project manager	Through 1/13/2012	Intermittent as needed, through 12/31/2011
Statement of Work	Included in Proposal as project plan	To be developed and agreed on
Definition of Completion	Detailed in project plan	To be developed and agreed on
Billing	25% upon signing, 25% for each of 2 milestones, 25% upon completion	Milestone billing to be defined by developed Statement of Work
Liquidated Damages	No	\$2000 per day
Bonus on completion	No	\$2000 per day
Workstation Migration	All workstations migrated by Dell	All workstations migrated by MPS Staff
Travel Expenses	Fixed and included	Included but billed at actual (variable)
Percentage of work by MPS	15%	45%
Knowledge Transfer	Ongoing, defined as deliverable	Not defined
References	Completed projects with school districts about the size of MPS	Completed with K-12 districts not larger than 8,000 students



**Active Directory  
Implementation and  
Migration**  
Statement of Work

Millard Public Schools  
October 20, 2011

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## Preliminary Information

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Both Novacoast and the customer review the Change Request and approve or reject it. Both parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the project's scope, schedule, or fee.

### Document Change Tracking

Contributors: Name

Created by: Henry Kester  
am

Revision 1: September 22, 2011, 8:54

Last modified by: Henry Kester  
am

Revision 1: September 22, 2011, 8:54

## Contact Information

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Henry Kester

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### Billing Administrator

Jennifer Garcia

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Santa Barbara, CA 93101

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Fax: (805) 564-1809

On the Web: [www.novacoast.com](http://www.novacoast.com)

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# About Novacoast

## Company Overview

Novacoast provides a broad spectrum of high-quality IT services.

We specialize in software development, network infrastructure, identity management, remote management, desktop management, security assessment, implementation, and compliance, and open source solutions.

Our service areas have been built around key engineers who specialize in certain technologies. These specialists are resources to clients and to other engineers within Novacoast. This means that Novacoast combines specialist capabilities with a generalist approach to cross-functional needs in large enterprises. Our diverse know-how also allows us to support small- to mid-size businesses, which typically have the same needs and IT dependencies as large businesses, but work within narrower budgetary constraints.

Our vanguard service, Rapid Deployments(TM) (RD), satisfies the needs of businesses large and small. Novacoast is the originator and primary provider of RDs, which are rapid deployment service and software packages made up of complex technologies provided for a fixed fee. Methodologies and software content (either code or configuration) are customized to meet client needs. RD clients participate in site-specific planning sessions, then work closely with Novacoast engineers in the RD methodology.

Although the ratio of technical to non-technical personnel remains high at Novacoast, we have additional skill sets focused on client business needs, project management, and technical documentation.

Headquartered in Santa Barbara, CA, Novacoast delivers services nationally and internationally.

Find us on the Web at: [www.novacoast.com](http://www.novacoast.com)

### The Novacoast Services Model

The Novacoast Services Model delivers these core services:

- ✓ Evaluation of your business needs
- ✓ Technical assessment of your current IT environment
- ✓ Planned information systems that grow with you
- ✓ Custom software development
- ✓ Automation of your business applications
- ✓ Front-end assessment of your technical training needs
- ✓ Training resources designed to improve employee skills
- ✓ Complete documentation and training manuals
- ✓ Cutting-edge tech support

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## Scope of Work

Millard Public Schools (MPS) is preparing to migrate from Novell eDirectory and OES Linux services to Microsoft Active Directory based Windows 2008 R2 platform. Migration must be complete by December 31, 2011. Barring any delays with the project that are not a responsibility of Novacoast (hardware delivery, MPS testing etc) the date can be met. MPS has engaged Novacoast to prepare a Statement of Work to include:

### Phase 1: Review, Design and Pilot migration. (2.5 resources)

- Analyze current Novell eDirectory and Netware environment
- Analyze current Windows 2003 environment for migration of integrated applications into new 2008 domain
- Perform maintenance or clean up of eDirectory as needed for migration
- Design MPS 2008 R2 Domain and Windows 2008 environment.
  - Define Domain structure
  - Define OU structure
  - Define GPO policies and placement
  - Define Domain Controller placement
  - Define home and public file share structure
  - Define other network services (DNS, DHCP etc) structure and placement
  - Define print services policies and print server placement
- Define site specific virtual server configurations and installation procedures
- Build out MPS Domain
  - Install Data Center servers (physical and/or virtual)
  - Install Windows server OS as defined in Windows/AD design at data center (up to 2 Domain Controllers and 2 File/Print servers)
  - Create MPS domain
  - Implement defined AD environment
- Migrate user account information from eDirectory into Active Directory utilizing Novell Identity Manager
- Migrate user passwords from eDirectory into Active directory utilizing Novell Identity Manager
- Design migration procedure
- Define pilot migration environment
- Pilot migration of user account, password, server stored data, workstation data, printers and workstation profile
- Document migration steps for user data, user password, server data, workstation data, printers and workstation profile
- Test MPS provided Image for imaging student systems during migration process (no profile migration)

- Define and document workstation process for Faculty Staff systems that will require profile migrations.
- Define, test and document migration steps for MAC workstation systems
- Work with MPS on Backup solution integration. MPS will be responsible for installation of Backup software and any additional servers required for Backup solution.

### **Phase 2: Server Implementation and Server Migration (4 resources)**

- Stage all new server hardware for 12 locations currently with Netware servers.
- Implement virtualization OS
- Create Windows virtual server images
- MPS to Deploy new server physical server at each site (12 locations)
- Implement necessary Windows VM's (up to 2 per site)
- Replicate data from Netware server to Windows server including trustee/rights information utilizing Cross Enterprise migration tool
  - Current drive/folder structure will be maintained
- Create printers for each site on Windows print server

### **Phase 3: Production migration and Workstation Migration (4 resources + workstation resources as needed)**

- On site migration of server resources
- Optional – Novacoast perform workstation migration as defined in pilot migration
  - Faculty/Staff windows workstations including migrations of profiles
  - Migration of Macintosh workstations to utilize windows file services
  - Student workstations that will be imaged
  - Post migration follow up

Novacoast recommends utilizing virtualization technology such as VMWare or Citrix to host and recommend Windows 2008 R2 servers. The Minimum Requirements for each Virtual Server Role are as follows

**Table 1: Server (virtual server) specs**

Server	Processor	Memory	OS Partition	Apps and Page File Partition	SysVol Partition	Logs Partition	Data Volume
Data Center DC1	Dual VCPU	8GB	20GB	40GB	30GB	20GB	TBD
Data Center DC2	Dual VCPU	4GB	20GB	40GB	30GB	20GB	TBD
Data Center F/P DHCP	VCPU	4GB	20GB	40GB	30GB	20GB	TBD
Data Center FP	VCPU	4GB	20GB	40GB	30GB	20GB	TBD
School DC	VCPU	4GB	20GB	40GB	30GB	20GB	TBD
School F/P DHCP	VCPU	4GB	20GB	40GB	30GB	20GB	TBD

**Main Data Center will need additional resources based current resources. Minimally it is may be necessary to add Two (2) new physical servers to host Citrix XENserver with the following specifications:**

- 2 - 6 Core core processor minimum
- 48 GB RAM
- 2 Disks 250GB or greater in Raid 1 partition for VMware OS and Disk ISO's
- 4 or more Disks in raid 5 data storage. The size and number of the disks would be determined on the data volumes current storage requirements + the guidelines noted in table 2.
- Network: 2x 2-port 1Gbps
- Power Supply: 2x Redundant

**\*\*\* It is strongly recommended that the Data Center Citrix XENserver systems be connected to a shared storage device (SAN) to utilize the Citrix features for high availability and redundancy of the core systems for Active Directory. \*\*\***

**Each School site should would work with a single server running Citrix XENserver with minimum physical requirements of:**

- 1 - 6 Core core processor minimum
- 16 GB RAM minimum
- 2 Disks 250GB or greater in Raid 1 partition for VMware OS and Disk ISO's

- 4 or more Disks in raid 5 data storage. The size and number of the disks would be determined on the data volumes current storage requirements + the guidelines noted in table 2.
- Network: 1x 2-port 1Gbps
- Power Supply: 2x Redundant

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## Terms and Conditions

### Assumptions

Novacoast makes the following assumptions in regard to this business agreement with Millard Public Schools.

The customer is responsible for

1. Furnishing Novacoast engineers with information and data on Millard Public Schools operations, activities, and existing systems, as reasonably required to achieve the project objectives
2. Providing Novacoast staff with the necessary security access to systems and facilities during the performance of services
3. Providing and being solely responsible for the backup of all computer systems
4. Providing adequate workspace and power sources at each facility where services will be performed
5. Providing suitable server platforms with properly installed and patched network operating system (NOS) software, and obtaining any other commercial software licenses necessary for Novacoast to complete the services described in this SOW
6. Providing and being solely responsible for contract of any necessary telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities
7. Ensuring the availability and responsiveness of key personnel needed to support the implementation of the project

Novacoast further requires understanding and agreement about the following:

1. The intent of this Statement of Work is to address as many foreseeable integration issues as possible. It is both Millard Public Schools and Novacoast's understanding that additional systems integration issues might arise during the course of the project. Therefore, the acquisition of additional system hardware or software might be required. Novacoast has the resources to source and supply the required product for Millard Public Schools or Millard Public Schools may source the required product from any other provider.
2. This Statement of Work and the prices quoted herein are valid for 30 days.
3. Without prior written consent of Novacoast, neither Client nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of Novacoast. If Client violates the terms of this section, Client will pay within (10) days of retention of Novacoast employee a lump sum fee equal to 20% of the base salary of the employee at the time of the employees separation from Novacoast.
4. Client will pay all third party transaction costs associated with this statement of work.
5. It is agreed and understood that in the event there is any breach of this agreement, Novacoast shall be liable only to repair or replace the products and services provided hereunder and shall not be responsible for any other special or consequential damages that might result.
6. Any professional services requested by Millard Public Schools that are not part of this Statement of Work are considered out-of-scope work. Out-of-scope work is arranged by using Novacoast's Change Request Form.

7. Novacoast will bill Millard Public Schools upon completion of no less than 1 week of provided services. Payment is due upon receipt of invoice.
8. Novacoast retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by Novacoast in the performance of this SOW. It is therefore understood that Novacoast owns the Intellectual Property rights to Software. This clause shall not affect the ownership of any preexisting materials.
9. Novacoast disclaims express, and implied warranties, representations, and conditions with respect to services and any deliverables.
10. A party's liability for any claim arising under or related to this SOW shall be limited to direct damages and shall not exceed the amount paid under the SOW. Neither party shall be liable to the other for any indirect, special, incidental or consequential damages arising under or relating to this SOW, even if the other party has been advised of the possibility of such damages. The limitation in this section doesn't apply to a party's infringement of the other party's intellectual property rights. No action arising out of this SOW may be brought by Customer more than one year after the action accrued. The above is customer's sole and exclusive remedy for breach of warranty by Novacoast with regard to the provision of the deliverables.
11. This SOW completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. Amendment of this agreement is only permitted by a subsequently dated written amendment signed on behalf of Novacoast and Customer by their authorized representatives, and any provision on a purchase order purporting to supplement or vary the provisions contained in this SOW shall be void.
12. **Non-Solicitation.** Without prior written consent, neither party nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of the other party. If either party violates the terms of this section, the violating party will pay within (10) days of retention of said employee a lump sum fee equal to the total compensation of the employee for the three (3) months prior to the employees separation from their employer. Notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee, who answers any advertisement, or who otherwise voluntarily applies for hire, without having been solicited or recruited by the hiring party.

## Cost of Assistance

### Agreement of Standard Working Hours

This SOW is a fixed prices agreement. It is understood that some work will be performed after hours and on weekends. It is expected that the majority of the work will be performed during the standard business hours of Monday through Friday, 8am to 6pm.

Novacoast plans to perform only a small portion of after-hours work as needed to take production systems off-line.

Depending on the type of project, any on-site services performed between 6pm and midnight will be charged at one-and-a-half (1½) times the standard rate.

Any work performed midnight to 6am or on holidays<sup>1</sup> will be charged at two (2) times the standard rate.

### Cost of Assistance

**Table 2: Cost of Assistance**

Task	Calendar Work Effort	Fixed Cost	Estimate Travel Per Resource Per Week	Estimated Total Travel	Cost Est.
Phase 1	7 weeks	\$110,250.00	\$2000.00 per person per week	\$31,500.00	\$141,750.00
Phase 2	4 Weeks	\$120,000.00	\$2,000.00 per person per week	\$37,000.00	\$159,000.00
Phase 3 Required Resources	4 Weeks	\$78,000.00	\$2000.00 per person per week	\$24,000.00	\$102,000.00
Project Manager	12 Weeks	\$49,000.00	\$2,000.00 per person per week Expected 3 Weeks on site	\$6,000.00	\$55,000.00
Image Workstations	NA	\$50.00 per Workstation	\$2000.00 per person per week (total TBD)	TBD	TBD
Profile migration and Image Workstation. Mac Migration	NA	\$75.00 per workstation	\$2,000.00 per person per week (Total TBD)	TBD	TBD
<b>Total Est. Cost</b>					<b>\$457,750.00</b>

\*Only actual travel expenses will be billed in the final invoice.

### Payment Terms

Payment is due upon receipt of invoice. An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

<sup>1</sup> Holiday hours begin at 6:01 PM on the business day before the holiday and end at 6:59 AM the business day following the holiday.

## Authorizing Signatures

An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

### Millard Public Schools Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### Novacoast Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## Client Contact Information

### Company Information

Company Name:	
Billing Address:	
County:	
To the Attention of:	
Tax Status, if exempt please provide certificate	

### IT Contact

Name:	
Phone:	
Email:	

### A/P Contact

Name:	
Phone:	
Email:	



# Additional 25 MAC only sites

Statement of Work

Millard Public Schools

October 20, 2011

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Contributors: Name

Created by: Henry Kester

Last modified by: Henry Kester

Revision 1: October 20, 2011, 9:03 am

Revision 1: October 20, 2011, 9:03 am

## Contact Information

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Lead Engineer Name

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E-mail: Lead E-mail

### Project Engineer

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We specialize in software development, network infrastructure, identity management, remote management, desktop management, security assessment, implementation, and compliance, and open source solutions.

Our service areas have been built around key engineers who specialize in certain technologies. These specialists are resources to clients and to other engineers within Novacoast. This means that Novacoast combines specialist capabilities with a generalist approach to cross-functional needs in large enterprises. Our diverse know-how also allows us to support small- to mid-size businesses, which typically have the same needs and IT dependencies as large businesses, but work within narrower budgetary constraints.

Our vanguard service, Rapid Deployments(TM) (RD), satisfies the needs of businesses large and small. Novacoast is the originator and primary provider of RDs, which are rapid deployment service and software packages made up of complex technologies provided for a fixed fee. Methodologies and software content (either code or configuration) are customized to meet client needs. RD clients participate in site-specific planning sessions, then work closely with Novacoast engineers in the RD methodology.

Although the ratio of technical to non-technical personnel remains high at Novacoast, we have additional skill sets focused on client business needs, project management, and technical documentation.

Headquartered in Santa Barbara, CA, Novacoast delivers services nationally and internationally.

Find us on the Web at: [www.novacoast.com](http://www.novacoast.com)

### The Novacoast Services Model

The Novacoast Services Model delivers these core services:

- ✓ Evaluation of your business needs
- ✓ Technical assessment of your current IT environment
- ✓ Planned information systems that grow with you
- ✓ Custom software development
- ✓ Automation of your business applications
- ✓ Front-end assessment of your technical training needs
- ✓ Training resources designed to improve employee skills
- ✓ Complete documentation and training manuals
- ✓ Cutting-edge tech support



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## Scope of Work

The following tables document project tasks and their attending details, including start date, end date, hours of labor required, travel costs, and project costs overall.

**Table 1: Project Tasks**

#	Task Description	Start & End Dates
1	Build out of additional 25 Domain Controllers to support authentication at MAC only schools (schools currently without a Netware server)	TBD
2	Work with MPS to properly deploy Domain Controllers at 25 MAC only locations	TBD
3		
4		

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# Terms and Conditions

## Assumptions

Novacoast makes the following assumptions in regard to this business agreement with Millard Public Schools.

The customer is responsible for

1. Furnishing Novacoast engineers with information and data on Millard Public Schools operations, activities, and existing systems, as reasonably required to achieve the project objectives
2. Providing Novacoast staff with the necessary security access to systems and facilities during the performance of services
3. Providing and being solely responsible for the backup of all computer systems
4. Providing adequate workspace and power sources at each facility where services will be performed
5. Providing suitable server platforms with properly installed and patched network operating system (NOS) software, and obtaining any other commercial software licenses necessary for Novacoast to complete the services described in this SOW
6. Providing and being solely responsible for contract of any necessary telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities
7. Ensuring the availability and responsiveness of key personnel needed to support the implementation of the project

Novacoast further requires understanding and agreement about the following:

1. The intent of this Statement of Work is to address as many foreseeable integration issues as possible. It is both Millard Public Schools and Novacoast's understanding that additional systems integration issues might arise during the course of the project. Therefore, the acquisition of additional system hardware or software might be required. Novacoast has the resources to source and supply the required product for Millard Public Schools or Millard Public Schools may source the required product from any other provider.
2. This Statement of Work and the prices quoted herein are valid for 30 days.
3. Without prior written consent of Novacoast, neither Client nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of Novacoast. If Client violates the terms of this section, Client will pay within (10) days of retention of Novacoast employee a lump sum fee equal to 20% of the base salary of the employee at the time of the employees separation from Novacoast.
4. Client will pay all third party transaction costs associated with this statement of work.
5. It is agreed and understood that in the event there is any breach of this agreement, Novacoast shall be liable only to repair or replace the products and services provided hereunder and shall not be responsible for any other special or consequential damages that might result.
6. Any professional services requested by Millard Public Schools that are not part of this Statement of Work are considered out-of-scope work. Out-of-scope work is arranged by using Novacoast's Change Request Form.

7. Novacoast will bill Millard Public Schools upon completion of no less than 1 week of provided services. Payment is due upon receipt of invoice.
8. Novacoast retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by Novacoast in the performance of this SOW. It is therefore understood that Novacoast owns the Intellectual Property rights to Software. This clause shall not affect the ownership of any preexisting materials.
9. Novacoast disclaims express, and implied warranties, representations, and conditions with respect to services and any deliverables.
10. A party's liability for any claim arising under or related to this SOW shall be limited to direct damages and shall not exceed the amount paid under the SOW. Neither party shall be liable to the other for any indirect, special, incidental or consequential damages arising under or relating to this SOW, even if the other party has been advised of the possibility of such damages. The limitation in this section doesn't apply to a party's infringement of the other party's intellectual property rights. No action arising out of this SOW may be brought by Customer more than one year after the action accrued. The above is customer's sole and exclusive remedy for breach of warranty by Novacoast with regard to the provision of the deliverables.
11. This SOW completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. Amendment of this agreement is only permitted by a subsequently dated written amendment signed on behalf of Novacoast and Customer by their authorized representatives, and any provision on a purchase order purporting to supplement or vary the provisions contained in this SOW shall be void.
12. **Non-Solicitation.** Without prior written consent, neither party nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of the other party. If either party violates the terms of this section, the violating party will pay within (10) days of retention of said employee a lump sum fee equal to the total compensation of the employee for the three (3) months prior to the employees separation from their employer. Notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee, who answers any advertisement, or who otherwise voluntarily applies for hire, without having been solicited or recruited by the hiring party.

## Cost of Assistance

### Agreement of Standard Working Hours

This SOW covers services performed during the standard business hours of Monday through Friday, 8am to 6pm, and after hours work as needed to meet deadline. It is expected the majority of the work (90%) will be performed during business hours

Novacoast plans to perform only a small portion of after-hours work as needed to take production systems off-line.

Depending on the type of project, any on-site services performed between 6pm and midnight will be charged at one-and-a-half (1½) times the standard rate.

Any work performed midnight to 6am or on holidays<sup>1</sup> will be charged at two (2) times the standard rate.

### Cost of Assistance

**Table 2: Cost of Assistance**

Task	Calendar Work Effort	Fixed Cost	Estimate Travel Per Resource Per Week	Estimated Total Travel	Cost Est.
Task 1,2	2 weeks	\$19,000.00	\$2000.00 per person per week	\$4,000.00	\$23,000.00
				<b>Total Est. Cost</b>	<b>\$23,000.00</b>

### Payment Terms

Payment is due upon receipt of invoice. An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

<sup>1</sup> Holiday hours begin at 6:01 PM on the business day before the holiday and end at 6:59 AM the business day following the holiday.

# Authorizing Signatures

An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

## Millard Public Schools Representative

\_\_\_\_\_  
Signature Printed Name Date

## Novacoast Representative

\_\_\_\_\_  
Signature Printed Name Date

## Client Contact Information

### Company Information

Company Name:	
Billing Address:	
County:	
To the Attention of:	
Tax Status, if exempt please provide certificate	

### IT Contact

Name:	
Phone:	
Email:	

### A/P Contact

Name:	
Phone:	
Email:	