AGREEMENT PAGES

THIS AGREEMENT is entered into by and between the SAN DIEGO UNIFIED SCHOOL DISTRICT, a California Public School District hereinafter "District" and Virco Inc., "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Contractor shall perform and render all services as prescribed and required by the Instructions to Contractor, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, Contractor's Best and Final Offer and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   EDUCATION, CLASSROOM, MISCELLANEOUS SUPPORT FURNITURE AND RELATED PRODUCTS AND SERVICES

2. Contract Term. The term of this Agreement shall be from JANUARY 1, 2015 through DECEMBER 31, 2017, and any authorized renewal terms. All Indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted, and paid for by District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of this Agreement.

3. Compensation. Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Price Proposal and/or Contractor's Best and Final Offer, incorporated herein by reference.

   The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. Non-Funding. Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

5. Termination. This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Contract.

6. Method of Payment. Contractor will be paid upon receipt and acceptance of materials, supplies and services specified by Purchase order. For prompt payment, billing must be made according to the method outlined in the Special Conditions, paragraph 3 "Invoicing."

7. The Contract Documents. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

   Instructions to Proposers
   Non-Collusion Declaration
   Proposal
   Agreement

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References
Drug-Free Workplace Certificate
Special Conditions
Contractor's Technical Proposal

General Conditions
Scope of Work/Specifications
Proposal Addenda Nos. 1 and 2
Contractor's Price Proposal/Best and Final Offer

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

9. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**CONTRACTOR**
By: [Signature]
Patricia L. Quinones
(Type or Print Name)
Title: Vice President - Logistics and Marketing Services
Date: July 14, 2014

**SAN DIEGO UNIFIED SCHOOL DISTRICT**
By: [Signature]
Arthur S. Hanby, Jr., CPPO, C.P.M., CPPB, A.P.P.
Title: Strategic Sourcing and Contracts Officer
Date: 10/31/2014

Contractor Name: Virco Inc.

Address: PO Box 5000

City, State, Zip: Conway, AR 72033

Telephone: 800-448-4726 FAX: 800-396-8232 Email: orders@virco.com

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<th>APPROVED AS TO FORM AND LEGALITY</th>
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Sandra T. M. Chong, Assistant General Counsel II
SAN DIEGO UNIFIED SCHOOL DISTRICT

Cheryl Ward, Board Action Officer
SAN DIEGO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION