

LOS ANGELES COUNTY OFFICE OF EDUCATION
LICENSE CONTRACT
FOR USE OF SOFTWARE PERSONAL COMPUTER PRODUCTS
FOR
DISTRICT USE OF HRS AND/OR PSFS DATA

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

WILLIAM S. HART UHSD, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

- 1.1 LACOE has entered into a Contract with Hess & Associates, hereinafter referred to as Contractor, for non-exclusive use of personal computer proprietary software products in connection with LACOE's Human Resources System (HRS) and PeopleSoft Financial System (PSFS) to provide districts with the capability of downloading information from these systems to District Personal Computers (PCs). District has requested LACOE to provide said capabilities, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's project director who is Tracy Minor.
- 1.2 Schedule A, Price Schedule and Services, attached hereto and made a part hereof, indicates the monthly rates for PC Products used by the District. LACOE will provide the District with Revised Schedule A(s) during the contract year to reflect the addition and/or deletion of subscribed products, and, by July 1 of each year to notify the District of the following fiscal year rates.
- 1.3 LACOE will also provide the District with an Addendum to Govern Use of Social Security Numbers (SSN) for Human Resources/Payroll Systems, and by July send notice to the District to confirm its intent to continue the use of SSN in the PC Products. If LACOE does not receive confirmation from the District by July 31, the use of SSN in its PC Products will be removed.

2. TERM AND TERMINATION

- 2.1 This Contract is effective July 1, 2019 and shall remain in effect through June 30, 2024.
- 2.2 The Contract may be terminated by the District by providing LACOE with written notice of intention to terminate by June 1, of the then current fiscal year for termination on July 1, of the next fiscal year. The Contract may be amended by mutual consent of the parties.
- 2.3 District, upon implementation of the BEST Advantage Financial System, may terminate at any time its PC PSFS subscription by giving LACOE a written "Notice of Termination." Upon receipt of such Notice of Termination, LACOE shall immediately or on the date, if any, specified in said Notice of Termination, whichever is later, cease District's access to PSFS. District shall be liable for fees incurred for use of PC PSFS up to the date of termination, unless LACOE, at its sole discretion, waives the fees due to extenuating circumstances.
- 2.4 District shall also have the option to terminate its Labels, Lists and Letters and Labor subscription(s) any time after December 31 of the fiscal year the District implements the BEST Advantage Human Capital Management System. District must provide LACOE a written "Notice to Terminate" the subscription(s). Upon receipt of such Notice of Termination, LACOE shall immediately or on the date, if any, specified in said Notice of Termination, whichever is later, cease District's access to Labels, Lists and Labels and Labor. District shall be liable for fees incurred for use of Labels, Lists and Letters and Labor up to the date of termination, unless LACOE, at its sole discretion, waives the fees due to extenuating circumstances.

3. ACCEPTANCE OF THE LICENSED SOFTWARE

District is entitled to a one (1) month trial period for the PC Products licensed hereunder. District shall accept or return the software to LACOE the first working day following the end of the applicable trial period. Charges for the software accepted by the District shall commence on the acceptance date of said software commencing on either the 1st or 15th of the month and shall be reflected in this Contract as due and payable as of the date of acceptance. It is understood and agreed that the trial period is intended to demonstrate the software capabilities and does not imply that LACOE will provide the District with either complete data or support as specified herein. Support and other services shall commence upon the date of District's acceptance of the software and upon execution of this Contract. See Schedule A for District's effective dates and monthly rates.

4. RESPONSIBILITIES OF LACOE

LACOE is responsible for coordinating and securing the work of LACOE's Contractor as required to assure the products licensed by District pursuant to this Contract are in good working order, and that District has access to support for the products. LACOE is responsible for all quality control, including responding to problems encountered by the District. In the event a problem arises with any licensed product, LACOE's Project Director is responsible for coordinating all work required to resolve the problem.

5. SERVICES TO BE PROVIDED BY LACOE'S CONTRACTOR

LACOE, through its Contractor, shall provide the District with the following services in support of the District's license of the PC Products as specified in Schedule A:

5.1 Initial Installation

Install the Product(s) selected by the District on each licensed workstation.

5.2 Initial Training

Conduct an initial training session for four (4) hours for employees of the District.

5.3 Initial Reports

Develop ten (10) reports each using standard system features as a part of the initial installation of the PC Products licensed hereunder.

5.4 Data Delivery

PC Product data is updated and posted on LACOE's RAD website for the duration of the license for PC Products. The data file(s) are available for download daily by select staff based on District authorized security access. PC Products LLL is updated daily and PC Products Labor and PSFS are updated weekly.

5.5 Additional Support - No Charge

Provide sixteen (16) hours of support to the District during each Contract year in the following areas:

- 1) Hot line calls
- 2) On-site support

3) Additional training

4) Special reports

5.6 Turnover Training

Provide initial training to staff of the District who are new to the Product(s) licensed hereunder, and are replacing staff who previously executed the Product(s). This training will be provided at no charge to the District.

6. LICENSE PRICING

6.1 Stand-Alone Versions base monthly charge for each product Labels, Lists and Letters (LLL), and Labor is \$200.00 plus \$.03 per employee, and may change for Contract Years 2 to 5, as determined by the number of active and inactive employees in the HRS file as of April of each year the Contract is in effect.

6.2 Stand-Alone Version base monthly charge for PSFS is \$270.00.

6.3 The charge for each additional Stand-Alone copy is \$20.00 per month.

6.4 Network Version(s) base monthly charge is an additional \$40.00 per product(s). The price includes up to eight (8) authorized users at no additional charge.

6.5 The charge for the credential file, an optional product enhancement for LLL, shall be \$25.00 per month.

6.6 The charge for each authorized user beyond eight is \$10.00 per month per product.

6.7 The charge for Historical Data Access is \$200.00 per month per PC Product. Historical Data Access is provided as an optional service to Districts who terminate their regular subscription for one or more of the PC Products and want to continue use of the PC Products to view historical data provided to the District during the time of their regular paid subscription. This added service is strictly for viewing access only and will not include software support from the Contractor. LACOE will notify Contractor in writing of a School District's intent to use PC Products for Historical Data Access only.

7. PAYMENT

District shall pay LACOE for software products licensed hereunder. Payment shall be made upon acceptance of the software product(s) on a quarterly basis by journal voucher transfer. The journal voucher for PC Product charges will be made to the following accounts.

K-12 School Districts	01.0-00000.0-00000-72000-5890-0000000
Charter Schools	09.0-00000.0-00000-72000-5890-0000000
Community College Districts	01.0-00000.0-00000-00000-5890-0000000

The warrant for the annual fee for fiscally independent agencies shall be issued to LACOE within thirty (30) days of the LACOE invoice date and shall be mailed to:

LACOE SFS
Attention: PC Products Unit
9300 Imperial Highway
Downey, CA 90242

The license fees for Product(s) licensed by the District are listed in Schedule A.

8. REPLACEMENT OF SOFTWARE AFTER LOSS OR DESTRUCTION

In the event of loss or destruction of the Product(s) licensed hereunder, LACOE shall direct the Contractor to replace, for a reasonable charge, the Product(s) as described herein.

9. PROPRIETARY RIGHTS OF CONTRACTOR

District recognizes that the computer programs, and all other materials supplied hereunder are subject to the proprietary rights of the Contractor. The District agrees that the Products, and all information or data supplied by the Contractor, in machine-readable form or otherwise, are protected under the laws of copyright and that their use must be carefully and continuously controlled.

10. TITLE

The District does not obtain title to the programs in machine-readable form or otherwise. District shall keep each and every program free and clear of all claims, liens, and encumbrances, except those of Contractor and any act of the District, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

11. COPIES

The computer programs and other items supplied by Contractor hereunder are for the sole use of the District as specified herein. District agrees that while this Contract is in effect, or while the District has custody or possession of any property of Contractor, it will not copy or duplicate, or permit anyone else to copy or duplicate any physical or magnetic version of the computer programs, documentation of information in machine-readable, printed, or other form.

District agrees that the District will not create or attempt to create, or permit others to create or attempt to create, the source programs or any part thereof from the object programs or from other information made available under this Contract or otherwise whether oral, written, tangible, or intangible. The District may copy, for its own use, at its own expense, operator manuals, training materials, and other user-oriented materials, but shall advise LACOE of the number of copies made and their distribution.

12. USER RESTRICTIONS

The computer programs licensed hereunder shall be used only on an authorized single personal computer system and its associated peripheral units (referred to as the machine). For the stand-alone version of the Product(s), only one (1) machine is authorized per copy of the product licensed.

For the network version of the Product(s), one (1) machine ("server") may have the software installed. A limit of up to eight (8) machines or users may be connected through a network, before additional network versions are considered, to the above server machine and are authorized to use the Product(s).

Use of the programs shall consist either of copying any portion of the program from storage units or media into the machine, or the processing of data with the programs, or both. All programs, documentation, and materials in machine-readable form supplied under this license shall be kept in a secure place, under access and use restrictions satisfactory to Contractor and not less restrictive than those applied to the District's most valuable and sensitive programs.

13. DESTRUCTION OF PRODUCTS UPON TERMINATION OF LICENSE

Upon the cancellation, expiration, or other termination of this Contract, the District shall, at the option of LACOE; either destroy all copies of the PC

Product(s) at the District, or allow the Contractor to remove all copies of the PC Products from District hardware.

14. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

15. INSURANCE

District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and LACOE as their interests may appear.

16. FAILURE TO COMPLY

In the event the District fails to perform in accordance with the indemnification, or insurance requirement clauses of this Contract, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

17. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the District is an independent contractor and not an officer, employee or agent of LACOE. The

District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

18. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

19. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

20. SEVERABILITY/WAIVER

20.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

20.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

21. ASSIGNMENT

The District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

22. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

23. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

24. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

25. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW 1006
Downey, CA 90242-2890

District:

To the District's mailing address

26. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

27. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

28. ALCOHOL AND DRUG-FREE WORKPLACE

The District hereby certifies under penalty of perjury under the laws of the State of California that District will, when on LACOE facilities or LACOE events, comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

29. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the LEA agrees to comply with all Federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 31.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 31.2 Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 31.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 30.2 above, of this certification; and,
- 31.4 Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

32. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

33. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof

with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

WILLIAM S. HART UNION
HIGH SCHOOL DISTRICT

By _____
Patricia Smith
Interim Chief Financial Officer

By _____

Typed or Printed Name

Title _____

Date _____
lm 5-21
Board 6/17/19

Date _____

CONTRACT NUMBER C-19376

LOS ANGELES COUNTY OFFICE OF EDUCATION

AND

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

SCHEDULE A
PRICE SCHEDULE AND SERVICES
FOR
PC PRODUCT(S)

Effective: July 1, 2019 through June 30, 2020

<u>PRODUCTS</u>	<u>MONTHLY RATES</u>
LLL	\$ 478
LLL-Credentials	25
LLL-Net	40
Labor	478
Labor-Net	40
PSF	270
PSF-Net	40
TOTAL MONTHLY RATE	<hr/> \$ 1,371