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2 Contract Number:33113
3 ANAHEIM UNION HIGH SCHOOL DISTRICT
4 BI-TECH HUMAN RESOURCES SYSTEM
5 IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

6 This AGREEMENT is hereby made and entered into this 23rd day
7 of April, 2008, by and between the Orange County Superintendent of
8 Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter
9 referred to as SUPERINTENDENT, and Anaheim Union High School District,
10 501 Crescent Way, Anaheim, California 92803, hereinafter referred to
11 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively
12 referred to as the Parties.

13 NOW, THEREFORE, the Parties hereto mutually agree as follows:

14 1.0 BASIS OF AGREEMENT

15 SUPERINTENDENT will provide professional services to DISTRICT for the
16 implementation of the Bi-Tech Human Resources system, including on-
17 going training services for present and future employees, future
18 software enhancements from Bi-Tech, and support services.

19 2.0 NETWORK INFRASTRUCTURE

20 The network standard protocol is TCP/IP. Each DISTRICT site that uses
21 the Bi-Tech Human Resources system must have a Local Area Network
22 connected via the DISTRICT office. DISTRICT will, at DISTRICT's
23 expense, connect to SUPERINTENDENT's County-wide computer network via
24 high speed data circuit and data communication devices for the
25 services set forth in this AGREEMENT. DISTRICT costs associated with
26 connectivity will be invoiced separately according to the terms of the
27 DISTRICT's Intranet Network Support Service Agreement with
28 SUPERINTENDENT. Computer processing will be performed on UNIX type
computers at SUPERINTENDENT's offices. DISTRICT will access Bi-Tech
software from DISTRICT microcomputers through the DISTRICT's Local

1 Area Network.

2 3.0 SOFTWARE SUPPORT SERVICES

3 A. SUPERINTENDENT will provide DISTRICT access to and
4 application of Bi-Tech Human Resources system via a leased high speed
5 data circuit to SUPERINTENDENT's UNIX based computers located at 200
6 Kalmus Drive, Costa Mesa. DISTRICT will be responsible for the
7 recurring cost of the leased high speed data circuit. DISTRICT shall
8 have the ability to use the Human Resources System (in Standard Mode).

9 B. SUPERINTENDENT will provide DISTRICT ongoing software
10 support and assistance during normal business hours, provided however,
11 that the availability or performance of this software support service
12 shall not be construed as altering or affecting SUPERINTENDENT'S
13 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
14 technical support via telephone shall be provided to DISTRICT without
15 charge Monday through Friday from 8:00 a.m. - 5:00 p.m., excluding
16 SUPERINTENDENT'S holidays.

17 C. SUPERINTENDENT may, upon mutual agreement of the parties,
18 provide other services to DISTRICT which may include but not be
19 limited to: special reporting and other software assistance. DISTRICT
20 shall pay SUPERINTENDENT for such additional services at a rate
21 mutually agreed between the parties.

22 4.0 TERM

23 The term of the annual software support services portion of this
24 AGREEMENT shall be for one (1) year commencing July 1, 2008 and ending
25 June 30, 2009. This AGREEMENT shall automatically be renewed
26 annually, unless DISTRICT gives written notice to SUPERINTENDENT six
27 (6) months prior to the end of each one (1) year renewal period. In
28 no event shall this AGREEMENT exceed a five (5) year period, and shall

1 terminate by its own terms on June 30, 2013.

2 5.0 PAYMENT

3 DISTRICT agrees to pay SUPERINTENDENT the sum of Seventy-two thousand
4 eight hundred seventy-nine dollars (\$72,879.00) for software support
5 service fees for the period of July 1, 2008 through June 30, 2009 on
6 or before August 1st upon receipt of an itemized invoice in triplicate
7 from SUPERINTENDENT. Annual software support service fees will be
8 evaluated annually for possible upward or downward adjustments.
9 SUPERINTENDENT will provide DISTRICT written notice of the annual
10 software support service fees due for the renewal period ninety (90)
11 days prior to the end of each renewal period. Renewal fees shall be
12 based on the actual costs incurred by SUPERINTENDENT to support the
13 Bi-Tech software.

14 6.0 EQUIPMENT/SOFTWARE REQUIREMENTS

15 The SunGard Bi-Tech Human Resources system supports the use of
16 computers running Windows 2000 or higher. Each DISTRICT computer on
17 the network will require a terminal emulator software license to
18 access the SunGard Bi-Tech Human Resources software. DISTRICT will
19 be charged an annual terminal emulation software maintenance fee of
20 Thirty-five dollars (\$35.00) per copy of installed software. DISTRICT
21 costs for terminal emulation software maintenance will be invoiced
22 separately by SUPERINTENDENT. Technical support for terminal
23 emulation software will be available during SUPERINTENDENT'S normal
24 business hours. All printing requirements for the SunGard Bi-Tech
25 Human Resources system will take place at the DISTRICT. Hewlett-
26 Packard or compatible Laser jet printers are recommended.

27 7.0 DATA ROLLOVERS

28 If DISTRICT desires any data rollovers from its present system into

1 SUPERINTENDENT's SunGard Bi-Tech Human Resources system it will be
2 necessary for DISTRICT to submit this data to SUPERINTENDENT in a flat
3 file format according to specifications provided by SUPERINTENDENT's
4 Information Technology Department. Coordination meetings between
5 DISTRICT and SUPERINTENDENT's staff will be necessary to work out the
6 rollover details. In the event that it proves impractical to
7 successfully accomplish any part of the rollovers, it may be necessary
8 for the DISTRICT's staff to enter in test and/or production data to
9 complete the conversion to the SunGard Bi-Tech System.

10 8.0 TRAINING

11 SUPERINTENDENT will provide on-going training services for present and
12 future employees as determined by SUPERINTENDENT and DISTRICT to
13 assist DISTRICT personnel in the use and operation of the software to
14 enable DISTRICT to make optimum use of the SunGard Bi-Tech System.
15 Training will be provided at SUPERINTENDENT's SunGard Bi-Tech training
16 lab between the hours of 8:30 a.m. and 4:30 p.m. Monday through
17 Friday, excluding SUPERINTENDENT's holidays.

18 9.0 FUTURE MODULES/OPTIONS

19 SUPERINTENDENT expects to offer additional SunGard Bi-Tech modules and
20 optional services to its customers in the future. Each new capacity
21 may have an additional charge. DISTRICT may choose to add any of the
22 following modules according to SUPERINTENDENT's annual implementation
23 schedule:

- 24 1. Employee Online

25 10.0 INDEPENDENT CONTRACTOR

26 SUPERINTENDENT is and at all times shall be an independent contractor
27 and shall be wholly responsible for the manner in which the services
28 required by the terms of this AGREEMENT are performed. Nothing herein

1 contained shall be construed as creating the relationship of employer
2 and employee, or principal and agent, between SUPERINTENDENT and
3 DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of
4 its employees or agents as they relate to the services to be provided.
5 SUPERINTENDENT, its officers, agents, and employees, shall not be
6 entitled to any rights, and/or privileges of DISTRICT'S employees and
7 shall not be considered in any manner to be DISTRICT'S employees.

8 11.0 HOLD HARMLESS

9 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
10 hold harmless DISTRICT, its Governing Board, officers, agents, and
11 employees from liability and claims of liability for bodily injury,
12 personal injury, sickness, disease, or death of any person or persons,
13 or damage to any property, real personal, tangible or intangible,
14 arising out of the negligent acts or omissions of employees, agents
15 or officers of SUPERINTENDENT or the Orange County Board of Education
16 during the period of this AGREEMENT.

17 B. DISTRICT hereby agrees to indemnify, defend, and hold
18 harmless SUPERINTENDENT, the Orange County Board of Education, and its
19 officers, agents, and employees from liability and claims of liability
20 for bodily injury, personal injury, sickness, disease, or death of any
21 person or persons, or damage to any property, real, personal, tangible
22 or intangible, arising out of the negligent acts or omissions of
23 employees, agents or officers of DISTRICT during the period of this
24 AGREEMENT.

25 12.0 NON-DISCRIMINATION

26 SUPERINTENDENT and DISTRICT agree that they will not engage in
27 unlawful discrimination because of race, color, religious creed,
28 national origin, ancestry, physical handicap, medical condition,

1 marital status, or sex of such persons.

2 13.0 APPLICABLE LAW

3 SUPERINTENDENT and DISTRICT agree to comply with all federal, state
4 and local laws, rules and regulations and ordinances that are now or
5 may in the future become applicable to SUPERINTENDENT or DISTRICT'S
6 business, equipment and personnel engaged in operations covered by
7 this AGREEMENT or occurring out of the performance of such operations.

8 14.0 ASSIGNMENT

9 SUPERINTENDENT or DISTRICT shall not subcontract or assign the
10 performance of any of the services in this AGREEMENT without prior
11 written approval of the other party.

12 15.0 TOBACCO USE POLICY

13 In the interest of public health, the SUPERINTENDENT provides a
14 tobacco-free environment. Smoking or the use of any tobacco products
15 are prohibited in buildings and vehicles, and on any property owned,
16 leased or contracted for by the SUPERINTENDENT pursuant to
17 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
18 this policy could result in the termination of this AGREEMENT.

19 16.0 TERMINATION

20 SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or
21 without cause upon the giving of six (6) months prior written notice
22 to the other party. Notification must be given six (6) months prior
23 to the end of each renewal period.

24 17.0 NOTICES

25 All notices or demands to be given under this AGREEMENT by either
26 party to the other shall be in writing and given by: I) Personal
27 service, or ii) U.S. Mail, mailed either by registered or certified
28 mail, return receipt requested, with postage prepaid. Service shall

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be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 Crescent Way
Anaheim, California 92803
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92628
Attn: Patricia McCaughey

18.0 SEVERABILITY

If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

19.0 GOVERNING LAW

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

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20.0 ENTIRE AGREEMENT/AMENDMENT

This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: April 25, 2008