

CYPRESS SCHOOL DISTRICT  
HUMAN RESOURCES APPLICATION  
IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

This AGREEMENT is hereby made and entered into this 1st day of July, 2018, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and Cypress School District, 9470 Moody Street, Cypress, California 90630, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

1.0 BASIS OF AGREEMENT. SUPERINTENDENT will provide professional services to DISTRICT for the operation of the SUPERINTENDENT'S Human Resources Application, including on-going training services for present and future employees, future software enhancements, and support services.

2.0 NETWORK INFRASTRUCTURE. The network standard protocol is TCP/IP. Each DISTRICT site that uses SUPERINTENDENT'S Human Resources Application must have a Local Area Network (LAN) connected via the DISTRICT office. DISTRICT should review its LAN design with SUPERINTENDENT'S Information Technology Division during the Technical Information phase of the project. DISTRICT will, at DISTRICT'S expense, connect to SUPERINTENDENT'S county-wide computer network via high speed data circuit and data communication devices for the services set forth in this AGREEMENT. DISTRICT costs associated with connectivity will be invoiced separately according to the terms of

1 the DISTRICT'S Intranet Network Support Service Agreement with  
2 SUPERINTENDENT. Computer processing will be performed on Windows  
3 servers at SUPERINTENDENT'S offices. DISTRICT will access  
4 SUPERINTENDENT'S Human Resources Application from DISTRICT personal  
5 computers through the DISTRICT'S Local Area Network.

6 3.0 SOFTWARE SUPPORT SERVICES

7 A. SUPERINTENDENT will provide DISTRICT access to  
8 SUPERINTENDENT'S Human Resources Application via a leased high speed  
9 data circuit to SUPERINTENDENT'S Windows based servers located at 200  
10 Kalmus Drive, Costa Mesa. DISTRICT will be responsible for the  
11 recurring cost of the leased high speed data circuit. DISTRICT shall  
12 have the ability to use the Human Resources Application (in Standard  
13 Mode).

14 B. SUPERINTENDENT will provide DISTRICT ongoing software  
15 support and assistance during normal business hours, provided  
16 however, that the availability or performance of this software  
17 support service shall not be construed as altering or affecting  
18 SUPERINTENDENT'S obligations as set forth in this AGREEMENT.  
19 SUPERINTENDENT'S technical support via telephone shall be provided to  
20 DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00  
21 P.M., excluding SUPERINTENDENT'S holidays.

22 C. SUPERINTENDENT may, upon mutual agreement of the parties,  
23 provide other services to DISTRICT which may include, but not be  
24 limited to, special reporting and other software assistance.  
25 DISTRICT shall pay SUPERINTENDENT for such additional services at a  
rate mutually agreed between the parties.

1 4.0 TERM. The term of this AGREEMENT shall be for one (1) year  
2 commencing July 1, 2018 and ending June 30, 2019. This AGREEMENT  
3 shall automatically be renewed annually, unless DISTRICT gives  
4 written notice to SUPERINTENDENT six (6) months prior to the end of  
5 each one (1) year renewal period. In no event shall this AGREEMENT  
6 exceed a five (5) year period, and shall terminate by its own terms  
7 on June 30, 2023.

8 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of  
9 Twenty-one three hundred seventy-seven dollars (\$21,377.00) for  
10 SUPERINTENDENT'S Human Resources Application annual software support  
11 service fees for fiscal year 2018-2019. Annual software support  
12 service fees due for each fiscal year shall be paid by DISTRICT on or  
13 before August 1st of that fiscal year upon receipt of an itemized  
14 invoice from SUPERINTENDENT. Annual Human Resources Application  
15 software support service fees will be evaluated annually for possible  
16 upward or downward adjustments. SUPERINTENDENT will provide DISTRICT  
17 written notice of the annual Human Resources Application software  
18 support service fees due for the renewal period ninety (90) days  
19 prior to the end of each renewal period. Renewal fees shall be based  
20 on the actual costs incurred by SUPERINTENDENT to support the Human  
21 Resources Application software.

22 6.0 EQUIPMENT/SOFTWARE REQUIREMENTS. The Human Resources Application  
23 supports the use of computers running Windows 7 or higher. All  
24 printing requirements for the Human Resources Application will take  
25 place at the DISTRICT.

1 7.0 DATA ROLLOVERS. If DISTRICT desires any data rollovers from its  
2 present system into SUPERINTENDENT'S Human Resources Application it  
3 will be necessary for DISTRICT to submit this data to SUPERINTENDENT  
4 in a flat file format according to specifications provided by  
5 SUPERINTENDENT'S Information Technology Division. Coordination  
6 meetings between DISTRICT and SUPERINTENDENT'S staff will be  
7 necessary to work out the rollover details. In the event that it  
8 proves impractical to successfully accomplish any part of the  
9 rollovers, it may be necessary for the DISTRICT'S staff to enter in  
10 test and/or production data to complete the conversion to  
11 SUPERINTENDENT'S Human Resources Application.

12 8.0 TRAINING. SUPERINTENDENT will provide on-going training  
13 services for present and future employees as determined by  
14 SUPERINTENDENT and DISTRICT to assist DISTRICT personnel in the use  
15 and operation of the software to enable DISTRICT to make optimum use  
16 of SUPERINTENDENT'S Human Resources Application. Training will be  
17 provided at SUPERINTENDENT'S training lab between the hours of 8:30  
18 A.M. and 4:30 P.M. Monday through Friday, excluding SUPERINTENDENT'S  
19 holidays.

20 9.0 FUTURE MODULES/OPTIONS. SUPERINTENDENT expects to offer  
21 additional features and optional services to its customers in the  
22 future. Each new capacity may have an additional charge.

23 10.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall  
24 be an independent contractor and shall be wholly responsible for the  
25 manner in which the services required by the terms of this AGREEMENT  
are performed. Nothing herein contained shall be construed as

1 creating the relationship of employer and employee, or principal and  
2 agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes  
3 the responsibility for the acts of its employees or agents as they  
4 relate to the services to be provided. SUPERINTENDENT, its officers,  
5 agents, and employees, shall not be entitled to any rights, and/or  
6 privileges of DISTRICT'S employees and shall not be considered in any  
7 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  
13 persons, or damage to any property, real personal, tangible or  
14 intangible, arising out of the negligent acts or omissions of  
15 employees, agents or officers of SUPERINTENDENT or the Orange County  
16 Board of Education 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  
19 its officers, agents, and employees from liability and claims of  
20 liability for bodily\_injury, personal injury, sickness, disease, or  
21 death of any person or persons, or damage to any property, real,  
22 personal, tangible or intangible, arising out of the negligent acts  
23 or omissions of employees, agents or officers of DISTRICT during the  
24 period of this AGREEMENT.

1 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they  
2 will not engage in unlawful discrimination because of race, color,  
3 religious creed, national origin, ancestry, physical handicap,  
4 medical condition, marital status, or sex of such persons.

5 13.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with  
6 all federal, state and local laws, rules and regulations and  
7 ordinances that are now or may in the future become applicable to  
8 SUPERINTENDENT or DISTRICT'S business, equipment and personnel  
9 engaged in operations covered by this AGREEMENT or occurring out of  
10 the performance of such operations.

11 14.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract or  
12 assign the performance of any of the services in this AGREEMENT  
13 without prior written approval of the other party.

14 15.0 TOBACCO USE POLICY. In the interest of public health, the  
15 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
16 use of any tobacco products are prohibited in buildings and vehicles,  
17 and on any property owned, leased or contracted for by the  
18 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
19 abide with conditions of this policy could result in the termination  
20 of this AGREEMENT.

21 16.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this  
22 AGREEMENT with or without cause upon the giving of six (6) months  
23 prior written notice to the other party. Notification must be given  
24 six (6) months prior to the end of each renewal period.

25 17.0 NOTICES. All notices or demands to be given under this AGREEMENT  
by either party to the other shall be in writing and given by: i)

1 Personal service, or ii) U.S. Mail, mailed either by registered or  
2 certified mail, return receipt requested, with postage prepaid.  
3 Service shall be considered given when received if personally served  
4 or, if mailed, on the third (3rd) day after deposit in any U.S. Post  
5 Office. The address to which notices or demands may be given by  
6 either party may be changed by written notice given in accordance  
7 with the notice provisions of this section. As of the date of this  
8 AGREEMENT the addresses of the parties are as follows:

9           DISTRICT:           Cypress School District  
                                  9470 Moody Street  
10                                Cypress, California 90630  
                                  Attn: \_\_\_\_\_

11           SUPERINTENDENT:   Orange County Superintendent of Schools  
12                                200 Kalmus Drive  
                                  Costa Mesa, California 92626  
13                                Attn: Patricia McCaughey

14 18.0 SEVERABILITY. If any term, condition or provision of this  
15 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
16 void or unenforceable, the remaining provisions will nevertheless  
17 continue in full force and effect and shall not be affected, impaired  
18 or invalidated in any way.

19 19.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
20 be governed by the laws of the State of California, with venue in  
21 Orange County, California.

22 20.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
23 attached hereto constitute the entire agreement between  
24 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
25 made shall be ineffective to modify this AGREEMENT in whole or in  
part unless such agreement is embodied in an Amendment to this

1 AGREEMENT which has been signed by both Parties. This AGREEMENT  
2 supersedes all prior negotiations, understandings, representations  
3 and agreements.

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

6 DISTRICT: CYPRESS SSCHOOL DISTRICT ORANGE COUNTY SUPERINTENDENT  
7 OF SCHOOLS

8 BY: \_\_\_\_\_ BY: Renee Hendrick  
Authorized Signature Authorized Signature

9 PRINT NAME: Tim McLellan PRINT NAME: Renee Hendrick

10 TITLE: Assistant Superintendent TITLE: Associate Superintendent

11 DATE: June 12, 2018 DATE: May 31, 2018

12 Cypress SD-Human Resources Application (46307)2018-2023  
13 ZIP 6

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25