

RIVERSIDE COUNTY OFFICE OF EDUCATION
3939 Thirteenth Street
Riverside, California 92501

**AGREEMENT FOR INFORMATION SYSTEMS SUPPORT SERVICES
BUSINESS AND STUDENT SYSTEM SUPPORT**

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and the **Beaumont Unified School District**, hereinafter referred to as "DISTRICT", each being a "Party" and collectively the "Parties".

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2020 through June 30, 2021**.

INFORMATION SYSTEM SUPPORT

A. Standard Galaxy Support:

1. **Service Desk Support:**
 - a. Process Galaxy Access Form, to add, change and delete screens and users:
 1. Certification of special process to authorize board approved users the approval for Claims Payment and Approve Final Payroll screens.
 - b. Software installation support
 - c. Incident and Request for Change processing:
 1. Mass updates requests
 2. Special DB query requests
 3. Special request reports
2. **Ongoing production reports support:**
 - a. Notification of new reports and changes/enhancements to existing reports
 - b. Responsible for the distribution of DISTRICT'S
 1. Daily and weekly payroll.
 2. Monthly, quarterly, yearly and year end reports based on established schedules.
 - c. Create and distribute PDF and/or Excel report files for any requested financial reports and the scheduled monthly ledgers and electronic versions of payroll reports.
 - d. Scheduling of Actuate reports and district report requests.
 - e. Requests for new report development.
 - f. Deployment of new reports.
 - g. Requests for replacement W2, pay stub and direct deposits.
 - h. Request for the Retro Pay Calculation Reports and coordinate with the MicroStrategy reports developer.
 - i. Request for the Pay Frequency/Mismatch Payroll Periods query, coordinate with the Development Staff.
 - j. Request for the Accrual Reconciliation & Accrual Exception Reports and coordinate with the MicroStrategy reports developer.
 - k. Request for the Classified Service Seniority list.
3. **Special File Transfer Processing:**
 - a. Process batch claim files
 - b. Payroll direct deposit file processing
 - c. Credit Union file transfer processing

4. **Galaxy maintenance, standard bug fixes, and minor enhancements**
Unless explicitly stated the Galaxy maintenance window is Sunday, 12 noon to 10 p.m. Service may be interrupted during those hours. Advance notice of downtime is given wherever possible.
5. **Galaxy support website and user group meetings**

B. Report Processing and Distribution

1. Maintenance of Actuate & MicroStrategy reports (including converted Crystal reports)
2. Development of new countywide MicroStrategy reports
3. Maintenance of servers, software and licensing as related to reports
4. Printing and distribution of reports, via electronic mode (pdf, excel, etc.) or paper
5. Processing and printing of payroll and commercial warrants, direct deposit stubs, W-2, 1099 processing and warrant registers

C. Standard RCOE Training Support

1. Galaxy, OneSource, MicroStrategy and Student Information System training
2. Specialized training upon request
 - a. Executive style
 - b. One-on-one end user training
3. Provide end user documentation for Galaxy, OneSource, MicroStrategy and Student Information System
 - a. System manuals
 - b. System enhancement training documents
4. Deployment of new system modules for all supported applications
5. Office automation training

D. Standard Retirement Reporting and Support

1. STRS monthly
2. PERS monthly

E. Optional Services

Optional/Additional services and/or products may be purchased at the discretion of DISTRICT on a time and material basis according to this chart to be invoiced separately:

Custom/Advanced Reports Development	\$90.00/hour
Custom/Advanced Data Extracts (time duration more than one hour)	\$90.00/hour
Custom Advanced Mass Data Updates (time duration more than one hour)	\$90.00/hour
Direct Deposit	\$.04/transaction
Report Card processing	\$0.17/form
Postage (Performed as a service at the USPS rate as of mailing + Handling)	\$0.49/piece
Training only (Galaxy, Purchasing, Student Information System)	included
Office automation training with certification (one (1) to nine (9) participants)	\$100.00/participant
Office Automation Training without certification (1 to 9 participants)	\$65.00/participant
Group (ten (10) or more participants) office automation training with certification	\$90.00/participant

Group (10 or more participants) office automation training without certification	\$55.00/participant
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F. **Galaxy Development**

Change/Enhancement Request(s) should be submitted to the Service Desk. The Prioritization Committee is to review all project requests and will place in work order for the Development Team. A project request is defined as two (2) or more months of staff time. Galaxy modifications and enhancements cost estimates and release schedules will be presented annually by **March 31st** to the Galaxy Development Council. The budget and the assessment for each release shall be voted upon by the membership. By majority rule the members shall be bound by the outcome of the vote.

5. **PAYMENT:** The Parties anticipate that there will be monetary obligation on the part of DISTRICT. These are for the following components:

SYSTEMS SUPPORT:

- A. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$4.00** multiplied by DISTRICT'S 2019-20 CALPADS enrollment for Galaxy System Support.
- B. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$.40** multiplied by DISTRICT'S 2019-20 CALPADS enrollment for Report Processing and Distribution.
- C. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$480.00** for Standard Retirement Reporting and Support.
- D. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$1.25** multiplied by DISTRICT'S 2019-20 CALPADS enrollment for the End User Reporting Project.

6. **TERMINATION**

SYSTEM SUPPORT SERVICES:

- A. Either party may terminate this Agreement, in whole or in part, and without need for cause, by giving 30 day written notice stating the extent and effective date of termination.
- B. Upon any termination pursuant to this Paragraph taking effect, SUPERINTENDENT shall cease all work and services to the extent specified in the termination notice, and DISTRICT shall pay SUPERINTENDENT, in accordance with this Agreement, for all work and services performed prior to termination.

7. **MUTUAL INDEMNIFICATION:**

- A. DISTRICT agrees to indemnify, defend, and hold harmless SUPERINTENDENT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on SUPERINTENDENT arising out of DISTRICT'S performance on this Agreement, except for liability resulting from the negligent or willful misconduct of SUPERINTENDENT, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, DISTRICT shall reimburse SUPERINTENDENT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek SUPERINTENDENT approval of any settlement that could adversely affect SUPERINTENDENT, its officers, agents or employees.

- B. SUPERINTENDENT agrees to indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on DISTRICT arising out of SUPERINTENDENT'S performance on this Agreement, except for liability resulting from the negligent or willful misconduct of DISTRICT, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless SUPERINTENDENT under this Agreement, SUPERINTENDENT shall reimburse DISTRICT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. SUPERINTENDENT shall seek DISTRICT'S approval of any settlement that could adversely affect DISTRICT, its officers, agents or employees.
8. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by SUPERINTENDENT which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision.
9. **GOVERNING LAW, JURISDICTION, VENUE, AND SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any provision in 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 without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorney's fees in addition to whatever other relief are granted.
10. **MODIFICATIONS:** This Agreement may only be modified in writing by the mutual consent of the Parties hereto.
11. **INTERPRETATION:** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both Parties prepared it.
12. **ASSIGNMENT:** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
13. **NO WAIVER OF DEFAULT:** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
14. **EXECUTION OF COUNTERPARTS:** If this Agreement is executed in counterparts, each counterpart shall be deemed an original and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
15. **AUTHORITY.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, capacities stated herein and on behalf of the entities, persons, or

firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.

16. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits or documents incorporated herein, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall become effective upon the date it is signed by the last Party to this Agreement.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Beaumont Unified School District
350 Brookside Avenue
Beaumont, CA 92223

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Eric Calderon, Chief Technology Officer
Division of Information Technology Services
Printed Name and Title

Printed Name and Title

Date _____

Date _____