

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
FOR
PEOPLESOFT FINANCIAL SYSTEM
FISCAL YEAR 2018-2019

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

Beverly Hills Unified School District District, # 64311, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2018-19 Worksheet, all attached hereto and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2018, and shall remain in effect through June 30, 2019. The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

3. COSTS AND PAYMENTS

District shall pay LACOE the costs, as specified in Exhibits A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2018-2019 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2018-19. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2018-19's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. 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, attorney's 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, attorney's 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.

6. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

7. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

8. 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.

9. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

10. 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.

11. SEVERABILITY/WAIVER

11.1 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.

11.2 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.

12. 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.

13. 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.

14. 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.

15. 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:

Los Angeles County Office of Education
Contracts Section
9300 Imperial Highway, Room ECW-153,
Downey, CA 90242-2890

District:
Mailing Address is District Office

16. 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.

17. TUBERCULOSIS TESTING

Contractor's employees and or employees of subcontractors must have a current tuberculosis (TB) test to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

18. TOBACCO-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 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 products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

19. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will 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.

20. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

21. ASSIGNMENT

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 prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

22. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other

parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

23. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

24. 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.

25. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby 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.

26. 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:

- 26.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 26.2 Have not, within a three-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.
- 26.3 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 21.2 above, of this certification;
- 26.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

27. 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

School Dist. Beverly Hills USD (64311) Contract # C-17981

By *Patricia Smith*
Patricia Smith
Executive Director
Business and Finance

By *[Signature]*
L. A. Tony Kent-Cole
Typed or Printed Name

Title *Asst. Supt. Bus. Serv.*

Date *4/13/18*
Report 4/16

Date *May 4th, 2018*

Date Approved
by Board, if Required _____

Contact Person _____

Title _____

Phone # _____

Email: _____

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chart field
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the District. For the purpose of this Contract, ADA shall be the total average daily attendance of the K-12 district (includes Special Education, ROC/P, and Adult Education) as reported in the Second Period Report of Attendance for the prior Fiscal Year (2017-2018). Total accounts shall be defined as the total number of accounts for all funds on file on March 7, 2018.

It is estimated that the amount payable to LACOE for the FY 2018-2019 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:

- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chart fields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online reports
- Commercial warrant processing
- SACS Compliance

Charge:

\$2.40	3794	=	\$9105.6	Plus	\$1.50	2256	=	\$ 3384
X					X			
	Total ADA					Total No. of Accounts		

= Estimated General Ledger Charge

\$ 12489.6

Enter in Exhibit C

1099 REPORTING

LACOE Responsibility and Support:

- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online Inquiries:
 - (1) Preliminary and final Detailed Summary report of all 1099 vendors reported to the IRS
 - (2) 1099 Vendor List
 - (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
 - (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non-PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

District Responsibility:

- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: \$300/Year = \$ 300
(Enter in Exhibit C)

SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System for more than 100 Local Education Agencies.
- Issues with connectivity and support are handled by the LACOE Help Desk and the System Support units.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled Schedule for PeopleSoft Financial System Training.

Exhibit B- Basic Report Package (K.12)

PeopleSoft Financial System Report Package			
DAILY REPORTS CATEGORY			
	LAAP029S	Warrant Register Report	
	LACH029S	Daily ACH Payment Register	
	LACHRJSI	ACH Rejection Register	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C/S	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C/S	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C/S	Budget Journal Error Report	
	LAGL037S	Trial Balance By Fund and Resource	
	LAHR005S	HRS Edit Error Report	
	LAIN001S	Daily Transaction Edit Listing Report	
	LAIN007S	Daily BCM Error Report	
	LAIN008S	Inventory On-order Report	
	LAIN011S	Daily Inventory Put Away Report	
	LAIN013S	Inventory Picking Plan Report	
	LAIN0A1S	Daily Transaction by Location	
WEEKLY REPORT CATEGORY			
	LAGL015C/S	Account List by Fund and Object/Expenditure	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL020C/S	Account List by Fund and Resource/Expenditure	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
	LAGL030C/S	Account List by Fund and Resource/Revenue	
	LAGL019C/S	Cumulative Detail Expenditure Report	
	LAGL819C/S	Cumulative Detail Revenue Report	
	LAGL919C/S	Cumulative Detail 9xxx Report	
	LAHR005C	HRS Edit Error Report	
	LAIN002S	Inventory Stock Catalog	
	LAIN006C/S	Inventory Shortage Report	
	LAIN009C/S	Weekly Stock Status Report	
	LAINA02S	Stock Category Report	
	LAINA09S	Weekly Stock Status Report	
	LAPO0009C	Board List Purchase Order Report	

Exhibit B- Basic Report Package (K.12)

MONTHLY REPORT CATEGORY			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrants	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LACH129C	Monthly ACH Payments	Prelim
	LACH130C	Monthly Rejection ACH Payments	Prelim
	LACH140C	YTD ACH Payment Register	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL015C/S	Account List by Fund and Object/Expenditure	Prelim/Final
	LAGL016C/S	Account List by Fund and Location/Expenditure	Prelim/Final
	LAGL017S	Monthly Detail Expense Report (1000-7999) by Location	Prelim/Final
	LAGL019C/S	Monthly Cumulative Detail Expenditure Report	Prelim/Final
	LAGL020C/S	Account List by Fund and Resource/Expenditure	Prelim/Final
	LAGL023C/S	Monthly Expenditure Object Summary Report	Prelim/Final
	LAGL024C/S	Monthly Revenue Summary Report	Prelim/Final
	LAGL025C/S	Account List by Fund and Object/Revenue	Prelim/Final
	LAGL026C/S	Account List by Fund and Location/Revenue	Prelim/Final
	LAGL030C/S	Account List by Fund and Resource/Revenue	Prelim/Final
	LAGL037S	Trial Balance by Fund and Resource	Prelim/Final
	LAGL038S	Accounts Receivable List by Fund/Resource/Object	Prelim/Final
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAGL817S	Monthly Detail Revenue Report (8000-8999) by Location	Prelim/Final
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	Prelim/Final
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	Prelim/Final
	LAGL919C/S	Monthly Cumulative Detail 9xxx Report	Prelim/Final
	LAIN003S	Stock Status Cumulative Report	Prelim
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc/Res/Obj	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim
	LAAP030S	1099 Vendor Listing Report	Final
QUARTERLY REPORTS CATEGORY			
	LAGL044S	Average Daily Cash Balance by Fund	
	LAGL046S	Interest Allocation by Fund	
	LAGL056X	Cash Balance by Fund and Resource	

Exhibit B- Basic Report Package (K.12)

ANNUAL REPORTS CATEGORY		
LAAP300C	Aged Vendor Liability	
LAAP305C	Open Liability Report	
LAGL015C/S	Account List by Fund and Object/Expenditure	
LAGL016C/S	Account List by Fund and Location/Expenditure	
LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
LAGL019C/S	Monthly Cumulative Detail Expenditure Report	
LAGL020C/S	Account List by Fund and Resource/Expenditure	
LAGL023C/S	Monthly Expenditure Object Summary Report	
LAGL024C/S	Monthly Revenue Summary Report	
LAGL025C/S	Account List by Fund and Object/Revenue	
LAGL026C/S	Account List by Fund and Location/Revenue	
LAGL030C/S	Account List by Fund and Resource/Revenue	
LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
LAGL819C/S	Monthly Cumulative Detail Revenue Report	
LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	
LAGL016C/S	Account List by Fund and Location/Expenditure	
LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
LAGL019C/S	Monthly Cumulative Detail Expenditure Report	
LAGL020C/S	Account List by Fund and Resource/Expenditure	
LAGL023C/S	Monthly Expenditure Object Summary Report	
LAGL024C/S	Monthly Revenue Summary Report	
LAGL025C/S	Account List by Fund and Object/Revenue	
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LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
LAGL819C/S	Monthly Cumulative Detail Revenue Report	
LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	

Los Angeles County Office of Education
Accounting & Budget Development, ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR PEOPLESFT FINANCIAL SYSTEM
Fiscal Year 2018-2019 Worksheet
EXHIBIT C

District Name: Beverly Hills Unified School District **District Number:** 64311

Exhibit A

- 1. General Ledger and Accounts Payable \$ 12489.6
- 2. Interface General Ledger Districts \$ 0.00
- 3. Inventory \$ 0
- 4. Purchasing \$ 5387.48
- 5. 1099 Reporting \$ 300

Total Exhibit A \$ 18177.08

Exhibit B (Additional Report Package)

(All online reports are available at no charge)

- 1. Daily (Online)
- 2. Weekly (Online)
- 3. Monthly (Online)
- 4. Quarterly (Online)
- 5. Annual (Year-End) – (Online)

Estimated TOTAL \$ 18177.08

By [Signature]
(Signature)

La Tanya Kirk-Carter
(Print/Type Name)

Title ASST. Supt. Bus. Serv.

Date May 4th, 2018