

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF
ANNUAL TECHNICAL SERVICES**

**SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
MILPITAS UNIFIED**

By this agreement made and entered into on the 1st day of July 2019, between the Santa Clara County Office of Education (hereinafter referred to as SCCOE), and MILPITAS UNIFIED (hereinafter referred to as DISTRICT), for consideration of their mutual covenants, the parties hereto agree as follows:

I. Technical Services Provided by SCCOE

A. QSS Services

1. Provide access for authorized district employees to the QSS Enterprise Resource Planning (ERP) system 7:00 AM to 9:00 PM Monday through Sunday. Planned outages may be required.
2. Provide system monitoring and support Monday through Friday, 7:00 AM to 5:00 PM, except SCCOE designated holidays.
3. Provide facilitation with QSS for system and software error reporting.
4. Provide project management for mandated and requested enhancements.
5. Provide payroll and commercial warrant processing based on a schedule determined by Technology & Data Services Division (TDSD) and District Business and Advisory Services (DBAS). Districts must submit an error-free (no system-reported errors on the prelist) payroll or AP batch to TDSD. Any submission with errors will be set aside until the errors can be cleared.

6. Provide secure web access to Employee Self Service for those active and retired employees who receive or have received payroll warrants through QSS payroll hosted with TDSD.
7. Provide W2, 1099, PERS/STRS, bank transaction processing and electronic file transmittal to pre-authorized entities.
8. Provide back up and disaster recovery services for QSS-hosted data.
9. Provide a secure network connection to access the QSS system, and follow all standard industry security practices and procedures to ensure protection of the District's data at all times.
10. Provide end user technical support and system management for **standard QSS functionality in the current released version of QSS.** Services include system configuration at the county and district level, release management, and system and user security management.
11. Provide scheduled and recorded training and digital documentation distributed through the web and the QSS Control Center.
12. Provide web portal for service request submission and access to bulletins and online announcements.
13. Provide Help Desk support for mission critical QSS applications Monday through Friday, 7:00 AM to 5:00 PM, except for SCCOE designated holidays.
14. Provide historical access to the document management repository, for key payroll documents and Accounts Payable. Provide access to payroll and accounts payable production reports through QSS district print manager for up to 30 days after the processing date.
15. Additional for-fee services **based on resource availability:**
 - a) Data manipulation, data mass correction due to user error, customized queries, scripting and data transfer
 - Design work: \$80/hour
 - Data transfer: \$200 per transfer

- b) Customized on-site training: \$80 per hour at site, plus \$40 per hour of planning time.

Typical Example: 2 hour on site (\$160) + 4 hour planning (\$160) = \$320.00

- c) One-on-One training: \$80/hour

- d) Unscheduled customized Payroll or Accounts Payable runs
\$500 per run and \$5 per printed warrant

16. Significant Error Remediation – fee based

- a) Customers may be responsible for charges and fees incurred for remediation of improper use of system for known documented system limitations. In these cases, customers make several entries to the system outside of normal operations to create the situation. Common examples:

- Forcing payroll warrant over \$99,999. This is a known system limitation that appears on pre-payroll error reports; however, it does not prevent customers from submitting the payroll with errors. If payroll is run in this condition it causes out of balance problems at the district and county level. Correcting the payroll requires significant work internally at SCCOE and an average of \$5,000 in consulting and programming from Harris School Solutions that the district will be required to reimburse.
- Liquidating purchase orders in several ways to attempt to create a budget increase. This error can be resolved by cancelling the purchase order; however, if a district customer insists on the purchase order being healed, the district will be asked to pay the cost of consulting and programming required from Harris School Solutions.

B. Network Services

1. Provide network connectivity and technical support for Internet access and wide area network connection between the user district and the SCCOE.
2. Provide Domain Name Services (DNS), primary and/or secondary. DNS updates are provided upon request.
3. Provide network monitoring and alerting on a best-effort basis for availability and performance using tools such as MRTG and PRTG.
4. Provide Help Desk support for network issues related to Internet access or the wide-area network connection between the district and SCCOE between the hours of 7:00 am to 5:00 pm on regular workdays (Monday through Friday), except for SCCOE designated holidays.
5. **OPTIONAL:** SPAM filtering and cloud-based encryption services using SCCOE's Barracuda Networks SPAM firewall. District mail domain will be hosted for filtering.
6. **OPTIONAL:** Provide content filtering using SCCOE's Palo Alto Networks Firewall. Configuration assistance available as requested. Access provided to district staff for administration.
7. **OPTIONAL:** Provide hosted firewall services through a virtual system on SCCOE's Palo Alto Networks PA-7050 firewall. Migration services from other firewalls are available upon request. Configuration assistance available as requested. Access provided to district staff for administration.
8. **OPTIONAL:** Storage Replication with Nimble and Datrium systems. Snapshots replicated to SCCOE-owned storage systems using wide-area network connections.
9. **OPTIONAL:** Colocation of district servers, storage, and networking equipment. Regular access between the hours of 8:00 AM to 5:00 PM, Monday through Friday. Other hours as scheduled with Network Services.

10. **OPTIONAL:** Virtual Server Hosting on VMware or Hyper-V infrastructure. SCCOE systems administration staff will work with district to configure virtual systems and allocate resources as determined by customer requirements and availability of hardware. Remote access 24x7 available to manage virtual servers.
11. **OPTIONAL:** Virtual Server Disaster Recovery Services. Using Zerto software, a district's mission-critical server can be replicated to an instance residing at SCCOE with a lag as little as six seconds from real-time.

II. District Responsibilities

- A. Participant district accepts responsibility to provide appropriate and adequate hardware resources and connectivity to enable access to SCCOE QSS.
- B. Participant district accepts responsibility for maintaining and enforcing appropriate security practices within the purview of the district.
- C. Participant district accepts responsibility to ensure the integrity and the accuracy of the data that is input to the system.

III. Period of Agreement

The period of this agreement shall be from July 1, 2019 through June 30, 2020.

IV. Charges

The annual cost to provide services as outlined in the Overview of Services are as follows:

QSS Services	\$ 175,952.00
Bandwidth PTP 1-10 Gbps	\$ 15,000.00
Dark Fiber (Connection + Equipment)	\$ 6,000.00
Credit for FY18-19 (no service)	\$ 4,500.00
Firewall (includes Wildfire) 1-2 Gbps	\$ 6,250.00
Filtering	\$ 5,000.00
Nimble Storage Replication	\$ N/A
Colocation	\$ N/A
Hosting	\$ N/A
Disaster Recovery Services	\$ N/A
TOTAL	\$ 203,702.00

V. Payment

The district agrees by executing this agreement that the SCCOE is authorized to post a journal entry on or before August 31, 2019, executing payment of the agreed upon charges using the thirty-five digit account specified below by the district. The district further agrees that it will use the appropriate coding as defined in the California School Accounting Manual (CSAM).

Account String

VI. Indemnification

- A. The District agrees to defend, indemnify, and hold the SCCOE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement except such liability, loss, expense, attorneys' fees, or claims for injury or damages that are caused by or result from the sole negligence or intentional acts or omissions of SCCOE, its officers, employees or agents.
- B. The SCCOE agrees to defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement except such liability, loss, expense, attorneys' fees, or claims for injury or damages that are caused by or result from the sole negligence or intentional acts or omissions of the District, its officers, employees or agents.

VII. Authorized Signatures

In witness thereof, this _____ day of _____, 2019.

District: MILPITAS UNIFIED

Santa Clara County Office of Education:

By (signature) _____

By _____

Name (type) _____

Name Mary Ann Dewan, Ph.D.

Title (type) _____

Title County Superintendent of Schools

ADDENDUM

Santa Clara County Office of Education 2019-2020 Network Access Fees

Connectivity Type	Bandwidth	E-rate	Non-E-rate
	(Mbps)	Consortium	Consortium
		Member	Member
Point-to-Point or Dark Fiber	1-10 Gbps	15,000	18,000
Point-to-Point or Dark Fiber	< 500 Mbps	7,500	9,000
AT&T Switched Ethernet (ASE)	< 1 Gbps	15,000	18,000
901 District or Single School (< 999 ADA)	Any	3,600	4,320
Indirect Connect for QSS	N/A	5,000	6,000

Bandwidth Usage	Firewall	Content	Both
		Filtering	
Below 1 Gbps	3,750	3,750	7,500
1-2 Gbps	5,000	5,000	10,000
2-3 Gbps	6,250	6,250	12,500
3-4 Gbps	7,500	7,500	15,000
4-5 Gbps	8,750	8,750	17,500
5-6 Gbps	10,000	10,000	20,000
6-7 Gbps	11,250	11,250	22,500
7-8 Gbps	12,500	12,500	25,000
8-9 Gbps	13,750	13,750	27,500
9-10 Gbps	15,000	15,000	30,000
901 District or Single School (<999 ADA)	1,500	1,500	3,000
Firewall service includes Threat Prevention, Anti-Virus, and VPN			

Effective January 1, 2019