

Santa Clara County  Office of Education

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

**SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
LOS ALTOS ESD**

By this agreement made and entered into on the 1st day of July 2017, between the Santa Clara County Office of Education (hereinafter referred to as SCCOE), and LOS ALTOS ESD (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 – 9:00 PM Monday through Sunday. Planned outages may be required. Provide payroll and commercial warrant processing and electronic access to related reports.
2. Provide system monitoring and support Monday-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 Services Branch (TSB) and District Business and Advisory Services (DBAS).
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 TSB.
7. Provide W2, 1099, PERS/STRS, bank transaction processing and electronic

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).
3. Provide network performance monitoring.
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: Provide content filtering (contact SCCOE's Network Services Team).

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, 2017 through June 30, 2018.

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.

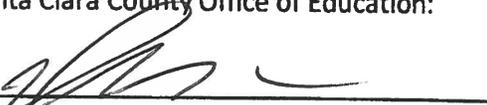
VII. Authorized Signatures

In witness thereof, this 2nd day of March, 2017.

District: LOS ALTOS ESD

Santa Clara County Office of Education:

By (signature) 

By 

Name (type) Randall A. Kenyon, Jr.

Name David Wu

Title (type) Asst. Supt. of Business

Title Chief Technology Officer

Risk Management
Reviewer: 
Rm# 18-0090 6/30/17