

Santa Clara County  Office of Education

Santa Clara County Office of Education
Technology & Data Services Division
1290 Ridder Park Drive, MC 253
San Jose, CA 95131-2304

May 5, 2023

Dear Mountain View Whisman School District,


Please find enclosed your district's Memorandum of Understanding (MOU) for annual technical services from the Santa Clara County Office of Education (SCCOE) for fiscal year 2023-2024. This MOU represents the base service level agreement (SLA) for all technology services and support offered or available for deployment to your district.

A summary of services currently offered include:

- **ISP (Bandwidth) Services** - Internet access and connectivity from 1 to 10 Gbps, connectivity monitoring, and DNS services.
- **Dark Fiber Services** - Scalable dark fiber service, to include both circuits and equipment, to support growing bandwidth needs of school instructional programs.
- **Virtual Firewall Services** - Hosted Palo Alto Networks "next gen" virtual firewall.
- **URL Filtering** - Palo Alto Networks URL filtering solution which compliments the firewall to identify and control access to web (HTTP and HTTPS) traffic.
- **Colocation Services & Hosting Services** - Optional equipment co-location and virtualized server, web, or database hosting services.
- **QSS Financial/HCM Services** - Access to the QSS software for financials, purchasing, payroll, and employee self-service, as well as payroll and commercial warrant processing.
- **LaserFiche** – Electronic document archiving license and service
- **Executive Desktop** – A virtualized computer workstation with Microsoft Windows, Microsoft Office Suite, and the most recent version of QCC.

On behalf of the Technology & Data Services Division, we value the great partnership we have formed with our district customers. As a premier service organization, we hope that not only are the services we provide cost-effective but provide value in supporting and enabling achievement for your district's educational programs.

Sincerely,
DocuSigned by:


David Wu

Head of Technology



Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mountain View Whisman School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mountain View Whisman School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Technical Services offering provided by SCCOE Technology and Data Services Division (TDSD) to include:

1. QSS Services

- a. 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.
- b. Provide system monitoring and support Monday through Friday, 7:00 AM to 5:00 PM, except SCCOE designated holidays.
- c. Provide facilitation with QSS for system and software error reporting.
- d. Provide project management for mandated and requested enhancements.
- e. 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.
- f. 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.
- g. Provide W2, 1099, PERS/STRS, bank transaction processing and electronic file transmittal to pre-authorized entities.
- h. Provide back up and disaster recovery services for QSS-hosted data.

Santa Clara County  Office of Education

- i. 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.
- j. 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.
- k. Provide scheduled and recorded training and digital documentation distributed through the web and the QSS Control Center.
- l. Provide web portal for service request submission and access to bulletins and online announcements.
- m. Provide Help Desk support for mission critical QSS applications Monday through Friday, 7:00 AM to 5:00 PM, except for SCCOE designated holidays.
- n. 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.
- o. Additional for-fee services based on resource availability:
 - i. Data manipulation, data mass correction due to user error, customized queries, scripting, and data transfer
 - ii. Design work: \$166.50/hour
 - iii. Data transfer: \$200 per transfer
 - iv. Customized on-site training: \$166.50 per hour at site, plus same rate per hour of planning time.

Typical Example: 2 hours on site (\$333.00) + 4 hours planning (\$160) = \$666.00
 - v. One-on-One training: \$166.50/hour
 - vi. Unscheduled customized Payroll or Accounts Payable runs starting at \$1500 per run
 - vii. Significant Error Remediation – fee based
 - 1. 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:

2. 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.
3. 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.

2. Document Archiving Service

Digital Archiving services can be provided by SCCOE using the LaserFiche application. Costs of services is independently quoted, and include the licensing, helpdesk support, storage allocation, and training.

3. Network Services

- a. Provide network connectivity and technical support for Internet access and wide area network connection between the user district and the SCCOE.
- b. Provide Domain Name Services (DNS), primary and/or secondary. DNS updates are provided upon request.
- c. Provide network monitoring and alerting on a best-effort basis for availability and performance using tools such as MRTG and PRTG.
- d. 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.
- e. OPTIONAL: Provide content filtering using SCCOE's Palo Alto Networks Firewall. Configuration assistance available as requested. Access provided to district staff for administration.



- f. 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.
- g. 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.
- h. OPTIONAL: Virtual Server Hosting on VMware or Hyper-V infrastructure. SCCOE systems administration staff will work with the 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.
- i. 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.

2. Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

Participant district accepts responsibility to provide appropriate and adequate hardware resources and connectivity to enable access to SCCOE QSS.

Participant district accepts responsibility for maintaining and enforcing appropriate security practices within the purview of the district.

Participant district accepts responsibility to ensure the integrity and the accuracy of the data that is input to the system.

Participant district accepts responsibility for the installation, configuration, and troubleshooting of any software for the use of SCCOE QSS services on end-user computer within its own network

3.2. The SCCOE Responsibilities:

SCCOE accepts responsibility to provide appropriate and adequate hardware resources to support access to Data Center resources.

Santa Clara County Office of Education

SCCOE will enforce appropriate security practices in the protection of Agency data assets.

SCCOE will provide proactive notification for any planned disruptions to services provided.

4. Duration of Agreement

This Agreement begins on July 1, 2023 and ends on June 30, 2024

5. Articulation of Monies/Compensation

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

| | |
|-------------------------------------|---------------------|
| QSS Services | \$110,728.00 |
| LaserFiche Electronic Archiving | \$0 |
| Bandwidth (PTP 1-10 Gbps) | \$15,000.00 |
| Dark Fiber (Connection + Equipment) | \$6,000.00 |
| Firewall Services | \$6,201.56 |
| Filtering | \$4,134.38 |
| Colocation | \$0 |
| Hosting | \$0 |
| Other | \$0 |
| TOTAL | \$142,063.94 |

The district agrees by executing this agreement that the SCCOE is authorized to post a journal entry on or before August 31, 2023, 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). The district will enter "N/A" on the account string line if paying by check.

Agency Account String: _____



6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- Yes, Data Sharing agreement/form attached
- No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon advance written notice to the other Party.

8. Other Terms

- 8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
- 8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 8.4. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- 8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 8.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.



9. Insurance/Hold Harmless

- 9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County  Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE
Official

Name: Mary Ann Dewan, Ph.D.

Title: County Superintendent of Schools

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131-2304

Phone: (408) 453-6511

Email: mdewan@sccoe.org

Mountain View Whisman:

By: _____
Signature of Authorized Agency
Official

Name: Rebecca Westover

Title: CBO

Date: _____

Address: _____

Phone: _____

Email: rwestover@mvwsd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____



ADDENDUM

Santa Clara County Office of Education 2023-2024 Network Access Fees

| Connectivity Type | Bandwidth (Mbps) | E-rate | Non-E-rate |
|---|---------------------|------------|------------|
| | | Consortium | Consortium |
| | | Member | Member |
| Point-to-Point or Dark Fiber | 1-10 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 (Gbps) | FY23-24 Firewall | FY23-24 Filtering | FY23-24 Both |
|--|------------------|-------------------|--------------|
| 901-district or single school < 999 ADA | \$2,480.63 | \$1,653.75 | \$ 4,134.38 |
| < 1 | \$6,201.56 | \$4,134.38 | \$ 10,335.94 |
| 1-2 | \$8,268.75 | \$5,512.50 | \$ 13,781.25 |
| 2-3 | \$10,335.94 | \$6,890.63 | \$ 17,226.56 |
| 3-4 | \$12,403.13 | \$8,368.75 | \$ 20,671.88 |
| 4-5 | \$14,470.31 | \$9,646.88 | \$ 24,117.19 |
| 5-6 | \$16,537.50 | \$11,025.00 | \$ 27,562.50 |
| 6-7 | \$18,604.69 | \$12,403.13 | \$ 31,007.81 |
| 7-8 | \$20,671.88 | \$13,781.25 | \$ 34,453.13 |
| 8-9 | \$22,739.06 | \$15,159.38 | \$ 37,898.44 |
| 9-10 | \$24,806.25 | \$16,537.50 | \$ 41,343.75 |

Firewall service includes Threat Prevention, WildFire, DNS Security and Global Protect Subscriptions.