

**CONTRACT / AGREEMENT ROUTING FORM****NO STUDENT CONTACT**

SCCOE Staff Contact	Name	Email	Extension
Questions about this contract should be sent to:	Claudia Rubio	Crubio@sccoe.org	6727

**Directions**Steps listed below must be completed *sequentially*.

\*Services cannot be initiated until the contract is fully approved.

1.  Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.
 

<input type="checkbox"/> RFP / Bid	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> N/A
<input type="checkbox"/> Best Source (\$3,000 - \$92,600)	<input type="checkbox"/> Verified by Purchasing (required) _____	
2.  Contractor and SCCOE contract originator reach agreement about scope of work and compensation.
3.  Prepare a contract.
4.  Gather initials verifying review of draft contract and identified funding source:
 

<input checked="" type="checkbox"/> Initiator <u>CR</u>	<input checked="" type="checkbox"/> Director <u>MC</u>	<input type="checkbox"/> General Services Director _____	For Construction/Design and Leases Only:	For Software/Technology Purchases Only:
<input type="checkbox"/> Manager _____	<input checked="" type="checkbox"/> Chief <u>DW</u>	<input type="checkbox"/> Information Systems Ctr Director _____		
5.  SCCOE contract originator completes the contract packet and gathers required attachments.
 

<input type="checkbox"/> Auto Liability	N/A	<input type="checkbox"/> General Liability Insurance Certificate:
<input type="checkbox"/> W-9		<input type="checkbox"/> Additional Insurance Endorsement
<input type="checkbox"/> Proof of Workers' Compensation Insurance		<input type="checkbox"/> Molestation / Sex Abuse Endorsement
6.  Contractor to review and sign the contract.  
*Initial    Date Approved*
7.  \_\_\_\_\_ Risk Management to review, initial, and return to contract originator for final contract signature.
8.  \_\_\_\_\_ Obtain appropriate signature on contract per thresholds listed below.
 

<input type="checkbox"/> \$0 - \$2,999: SCCOE Director
<input type="checkbox"/> \$3,000 - \$99,999: SCCOE Chief
<input checked="" type="checkbox"/> \$100,000 & Over: Superintendent
9.  \_\_\_\_\_ Return to Risk Management to obtain an RM #. Risk Management returns to originator.
10.  \_\_\_\_\_ Contract originator creates the requisition using assigned RM # to generate a PO.

**Contract Information**

Contract Type	<input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> MOU <input type="checkbox"/> Lease Agreement: <input type="checkbox"/> Construction / Design <input type="checkbox"/> New <input type="checkbox"/> Technology <input type="checkbox"/> Renewal
Contractor's Name	Mountain View Whisman School District
Service Type / Brief Description	Annual Technical Services MOU FY20-21

**Compensation & Terms**

*Anticipated Start Date	07/01/2020	End Date	06/30/2021
Total Contract Amount	\$ 123,668.20		

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

April 2, 2020

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 2020-21. This MOU represents the base service level agreement (SLA) for all technology services and supports that are currently offered, or are 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.

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

Chief Technology Officer  
Technology & Data Services Division  
Santa Clara County Office of Education



---

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

**SANTA CLARA COUNTY OFFICE OF EDUCATION  
AND  
Mountain View Whisman**

By this agreement made and entered into on the 1<sup>st</sup> day of July 2020, between the Santa Clara County Office of Education (hereinafter referred to as SCCOE), and Mountain View Whisman (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:** Provide content filtering using SCCOE's Palo Alto Networks Firewall. Configuration assistance available as requested. Access provided to district staff for administration.
6. **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.
7. **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.

8. **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.
9. **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, 2020 through June 30, 2021.

#### IV. Charges

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

QSS Services	\$ 93,293.20
Bandwidth PTP 1-10 Gbps	\$ 15,000.00
Dark Fiber (Connection + Equipment)	\$ 6,000.00
Firewall Services	\$ 5,625.00
Filtering	\$ 3,750.00
Colocation	\$ 0.00
Hosting	\$ 0.00
<b>TOTAL</b>	<b>\$ 123,668.20</b>

#### V. Payment

The district agrees by executing this agreement that the SCCOE is authorized to post a journal entry on or before August 31, 2020, 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 \_\_\_\_\_, 2020.

District: Mountain View Whisman School District

Santa Clara County Office of Education:

By (signature) \_\_\_\_\_

By \_\_\_\_\_

Name (type) Rebecca Westover

Name: Mary Ann Dewan, Ph.D.

Title (type) Chief Business Officer - MVWSD

Title: County Superintendent of Schools

## ADDENDUM

### Santa Clara County Office of Education 2020-2021 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 (Gbps)	FY20-21 Firewall	Filtering	Both
901-district or single school < 999 ADA	\$ 2,250.00	\$ 1,500.00	\$ 3,750.00
< 1	\$ 5,625.00	\$ 3,750.00	\$ 9,375.00
1-2	\$ 7,500.00	\$ 5,000.00	\$ 12,500.00
2-3	\$ 9,375.00	\$ 6,250.00	\$ 15,625.00
3-4	\$ 11,250.00	\$ 7,500.00	\$ 18,750.00
4-5	\$ 13,125.00	\$ 8,750.00	\$ 21,875.00
5-6	\$ 15,000.00	\$ 10,000.00	\$ 25,000.00
6-7	\$ 16,875.00	\$ 11,250.00	\$ 28,125.00
7-8	\$ 18,750.00	\$ 12,500.00	\$ 31,250.00
8-9	\$ 20,625.00	\$ 13,750.00	\$ 34,375.00
9-10	\$ 22,500.00	\$ 15,000.00	\$ 37,500.00

**Firewall service includes Threat Prevention, WildFire and DNS Security  
Effective July 1, 2020**