

Proposed 2nd Contract Amendment: Infosys, LTD

September 24, 2021

Overview

This item seeks authorization from the Board of Education to amend the professional services contract with Infosys Ltd. (Infosys) by \$2.6 million, from \$11.1 million to \$13.7 million, and to extend the contract term from August 8, 2022 to February 17, 2023. These changes are necessary to support a new EMPowerSF go-live date of January 2022 and up to one year of post go-live systems support. The source of funds for this amendment will be the Digital District allocation of the Fair Wages for Educators Act (FWEA) budget, which was included in the FY 2021-22 adopted budget.

SFUSD postponed the July 2021 project go-live to provide needed time to complete system testing, confirm data processes, provide additional training to end users, and allow for time to collaborate with our labor partners on several critical system configurations. Given the importance of this system to every employee in the district, District staff requests the approval of this contract amendment to help SFUSD transition to the future state.

Background

SFUSD is transitioning from a legacy, seventeen year old PeopleSoft platform to a more modern and robust platform that will be better equipped to meet the evolving needs of the district for years to come. EMPowerSF will streamline, automate, and connect business processes across Human Resources, Payroll, Budget, and Department of Technology in order to strengthen data management and accuracy, create additional self-service capabilities, increase cybersecurity, and enhance customer service to schools and central offices.

On October 15, 2019, the Board of Education approved the agreement between SFUSD and Infosys to serve as the implementation partner for the District to implement the cloud-based SAP SuccessFactors core enterprise solution, called EmPowerSF, for our human resources, payroll, timeroll, recruiting, and onboarding information systems. Infosys was selected through an extensive Request for Proposal ("RFP") process for the purpose of securing the implementation services of a highly-qualified, experienced partner in both the K12 environment and with cloud-based solutions.

On June 22, 2021 the Board of Education approved a first contract amendment, which increased the contract amount by \$1.6 million, from \$9.5 million to \$11.1 million, and extended the contract term to August 8, 2022. The amendment was to provide post go-live stabilization support that would provide specialized support with core SFUSD business processes, including payroll and tax reporting, as well as the support of a solution architect for the first year of system operations as we build up our internal staffing capacity to maintain the system moving forward.

Now, the proposed second contract amendment secures Infosys' support through the new January 2022 go-live and allows for ongoing support through February 2023. The change in timeline provided the opportunity for the project team to collaborate with our labor partners on several critical system configurations, including requirements for CalSTRS reporting and support for our concurrently employed staff members. The extended timeline also provides time to complete system testing around the change in scope, confirm data processes, and provide additional training to end users.

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT (“Amendment”), dated for convenience **September 3, 2021**, is made in San Francisco, California, by and between the San Francisco Unified School District (“District”) and **Infosys Ltd.** (“Contractor”).

RECITALS

WHEREAS, the District and Contractor have entered into the Amendment (as defined below), whereby Contractor will provide contractual services at **Infosys Ltd delivery centers in USA and India**;

WHEREAS, the District and Contractor desire to amend the Agreement dated **October 11, 2019** on the terms and conditions set forth herein to **implement additional scope items as described in Appendix A, increase the contract by \$2,600,000, and extend the term until February 17, 2023**;

WHEREAS, this amendment to the Agreement is consistent with the requirements of California Public Contract Code (“PCC”) Section 20111 et. seq.; and

NOW, THEREFORE, be it agreed between the parties as follows:

Amendment to the Agreement. The Agreement is hereby amended as follows:

- a. Paragraph 2 (“TERM; EFFECTIVE DATE”); Paragraph 3. (“COMPENSATION”), APPENDIX A (“SCOPE OF WORK or SERVICES”); and APPENDIX B (“SCHEDULE OF FEES AND CHARGES - CALCULATION OF CHARGES”) of the Agreement are hereby deleted and replaced in their entirety to read as follows:

2. TERM; EFFECTIVE DATE:

Original contract services from **October 15, 2019** through **June 30, 2021**. ***Unless terminated earlier pursuant to the terms of this Agreement***

-First amendment to contract dates of service are October 15, 2019 through August 08, 2022.

-Second amendment to contract dates of service are October 15, 2019 through February 17, 2023.

3. COMPENSATION

Compensation to Contractor shall not exceed **Thirteen Million Seven Hundred Thirty-Three Thousand Eight Hundred Ten dollars (\$11,133,810 + \$2,600,000 = \$13,733,810)**. ***The Not to Exceed amount is the maximum amount of compensation due Contractor and not a guarantee of total payment to Contractor, as Contractor is paid in arrears for services rendered.*** The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached APPENDIX B (“Schedule of Fees and Charges – Calculation of Charges”).

APPENDIX A - SCOPE OF WORK or SERVICES

Contractor agrees to provide the following services to the District:

ORIGINAL DESCRIPTION OF SERVICES AS THEY WERE STATED IN THE ORIGINAL CONTRACT

A1: Detailed Scope – Modules & Tracks

Scope Lever	Scope Definition
<p>Country & Module/ Area in Scope</p>	<p>Countries in Scope – USA Employee Count – 10,000 + SF Modules: Implementation</p> <ul style="list-style-type: none"> ● Employee Central ● Employee Profile ● Recruiting Management ● Recruiting Marketing – Career Site Builder ● Onboarding ● Employee Central Payroll ● SAP Time and Attendance Management by WFS (WorkForce Software)
<p>Functional Scope</p>	<p>SF Employee Central</p> <ul style="list-style-type: none"> ● Configure SF EC covering the following key components: <ul style="list-style-type: none"> ○ Standard Foundation objects (such as Company, Business Units, Department, Cost Center, Pay Components, Job Codes, Positions etc.) with propagation to support data consistency and referential integrity ● Position Management ● Concurrent Employment ● Employee Central Time Off ● Dependents Management ● Intelligent Services Definition ● Leverage Out of Box Self-Service functionality for employees and managers ● Standard SF country specific capability to support country legal requirements ● Configure Job Profile Builder ● Standard event transactions with workflow support for employee events (covering Hire to Retire Processes) in SF ● Up to 50 custom fields to support for Core HR data ● Rules engine configuration for up to 50 Business rules. ● Manage picklists (list of values) as per SFUSD requirements ● Up to 20 Workflows – Infosys will be training SFUSD IT/Business team to build any additional workflows. ● Up to 25 MDF objects to be created based on requirement ● Up to 25 custom email notification templates and 5 Document generation templates <p>SF Onboarding</p> <ul style="list-style-type: none"> ● Standard US Onboarding process – Post hire verification, New Employee step, Orientation step ● Hiring Manager Activities ● Standard Notifications: New Employee Welcome Email, Hiring Manager Email ● Homepage V3: Company Specific pages based on business rules ● Standard integration with Recruitment Management, EC and DHS (E-verify) ● Standard Security Groups ● Federal Forms: i-9, W-4, and 8850 ● Form i-9 Re-verification

- State Forms: State Withholding Forms, W-4 for States and Military Spouse Residency Relief Act Forms
- Standard Hiring Forms: Direct Deposit, Pay Card Acknowledgement, New Employee Summary Form, New Employee EEO Information, Emergency Contact
- Doc Center
- Standard Reports
- Customer Specific Configuration Package:
 - Up to fifteen (15) E-Signature Forms
 - Up to fifteen (15) Data Entry Panels
 - Up to fifty (50) Customer specific Fields
 - Standard US Forms/Panels
 - Out of The Box Offboarding process

Recruiting Management

- Up to 3 Job Requisition templates
- Up to 1 Candidate Profile template
- Up to 2 Talent Pipeline
- Up to 2 Job application templates
- Up to 3 Offer Approval templates
- Up to 3 Offer Letter Templates will be built
- Integration with Position management and job profile builder
- Job Posting to internal and external career site is in scope. Agencies are in scope
- Integration with 1 Background Check vendor is in scope
- Integration from RCM to Onboarding for candidate hire
- Integration from RCM to Employee Central for candidate hire
- Data Migration from legacy system is not in scope for Recruiting Management. It is assumed that existing open requisitions during transition will be migrated by SFUSD.

Recruiting Marketing

- Recruitment Marketing (RMK) is in scope
 - Customize Career Site Builder look & feel according to SFUSD theme, color and design guidelines (within CSB customization capability)
 - Recruiting marketing Analytics
 - LinkedIn integration

Recruiting Posting

- Recruitment Posting is in scope
- Integration with various job boards

Employee Central Payroll:

- Payroll Areas (Bi-Monthly and Monthly Payrolls)
- Payroll Actions
- Earnings
- Time related income
- Deductions
- Payment methods
 - Payment Medium Workbench
 - PDF check with check alignment
 - PDF salary statement (pay slip)
 - ACH file with standard interface
- Savings Plans (401k, 457b, SFERS, CalPERS and CalSTRS)
 - Savings Plans - Employee Deductions
 - Savings Plans - Employer Contributions
 - Savings Plans – loans and match calculations
 - Savings Plans – order of loads and deductions
- Benefits
 - Employee (EE) Deductions; inbound interface from benefits provider

	<ul style="list-style-type: none">▪ Health Plans▪ Insurance Plans▪ Miscellaneous Plans○ Employer (ER) Contributions○ Imputed income <p>Group Term Life Insurance (GTLI)</p> <p>Imputed Income</p> <ul style="list-style-type: none">● Pro-ration<ul style="list-style-type: none">○ Standard pro-ration for salaried (% based)○ No pro-ration for hourly and daily● Annualized calculation for 9 or 10 month contracts● Claims processing<ul style="list-style-type: none">○ Standard process – via Overpayment Workbench● External payments<ul style="list-style-type: none">○ Garnishees○ Arrears Tax● Garnishments<ul style="list-style-type: none">○ Service fee○ Notice letters, Garnishment letters and Release letters.● Remuneration statement<ul style="list-style-type: none">○ Standard PDF pay slip: <p>Hours and Earnings (including retro pay)</p> <p>Deductions (Taxes, Pre-tax and Post-tax)</p> <p>YTD tax figures</p> <p>Employer contributions</p> <p>Leave balances</p> <ul style="list-style-type: none">● Financial Management System integration<ul style="list-style-type: none">○ Symbolic accounts○ Generic GL accounts○ Posting to Finance○ Integration to Oracle Finance● Taxation<ul style="list-style-type: none">○ All applicable US Federal and State tax (for California only)○ Tax Reporter (Online W2)● Onetime payment payouts● Payroll Control Center (PCC)<ul style="list-style-type: none">○ Processes for all payroll areas○ Proactive queries and error resolution limited to standard delivered <p>Benefits Business Process</p> <ul style="list-style-type: none">● SFUSD Benefits Business Processes Review and Finalization <p>Time and Attendance Management by WFS (WorkForce Software)</p> <ul style="list-style-type: none">● Employee Groups● Online Timesheets (up to 3 layouts)● Group Time Entry (up to 3 layouts)● Monthly and Bi-weekly employee calendar layout● Time off request entry screen (1 layout)● Workforce Suite Mobile (for time entry, reviews, and approvals)● Pay codes (up to 100)● Pay rules for Overtime and Premiums (up to 12 rules)● Exceptions (up to 20)● Time Off Banks (up to 9)● Bank Calculation Rules (up to 32)● Holiday Calendar (assumes 1 for District)
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	<ul style="list-style-type: none"> ● Security and Roles and SSO ● Schedule Templates (5 delivered, Infosys will train SFUSD to create additional Schedule Templates) ● Timesheet Submittal and Approvals ● Reporting Structure as import from EC ● On screen messages (up to 20) ● Email notifications (up to 8) ● Standard reporting (enablement of up to 50) ● Integration with EC and EC Payroll ● Gross Pay Calculation ● FLSA calculation ● Configuration of standard reports (client choice of up to 10) ● Shift Differentials ● On Call/Call Out Pay ● Activity-Based Costing
Language	<ul style="list-style-type: none"> ● All system and project documentation (functional & technical specifications, design documents, configuration workbooks and training materials) will be in English ● All sessions for e.g. workshop/ trainings will be conducted in English ● Only US English language pack will be enabled in SuccessFactors application
Security Scope	<ul style="list-style-type: none"> ● Role-Based Permissions (RBP) of SF BIZX will be leveraged to support access control to Admins and Users ● Conduct role-based security testing in SuccessFactors and Workforce Software ● Up to 20 permission roles will be created by Infosys consultants ● Infosys will train the client IT / business team for any additional role creation
Reports	<ul style="list-style-type: none"> ● A maximum of 15 Adhoc reports, 10 Canvas Reports and 5 Dashboards will be developed by Infosys. This is above the SF Standard reports delivered by SuccessFactors ● Infosys will train the SFUSD business team to create additional reports. Any such reports created by Infosys consultants will be managed through a change order process
Cutover	<ul style="list-style-type: none"> ● Infosys will create detailed Cutover Plan for Go-Live and Go-Live readiness checklist ● SFUSD will be responsible to provide business and IT activities to be included in cut-over plan ● Acceptance criteria for Go/No Go will be defined at the end of Discovery Phase ● Go/ No Go decision will be led by SFUSD ● Infosys and SFUSD will jointly perform Cut-Over activities
Training	<ul style="list-style-type: none"> ● Infosys will develop training materials for and conduct the super user training sessions for administrative super users as Functional & Product Subject Matter Experts (SME) ● Infosys will conduct Project Team Orientation (PTO) for core Project team at the start of the program ● Infosys will also create training plan and training content required for end users with the support from SFUSD.
Interfaces and Technical Scope	<ul style="list-style-type: none"> ● Total of up to 52 interfaces to integrate SuccessFactors to various legacy/ third party systems are considered in the scope
SSO Configuration	<ul style="list-style-type: none"> ● Single Sign-On will be established between SuccessFactors BIZX, SFUSD Active Directory (AD) and Google SAML.
Testing	<ul style="list-style-type: none"> ● Infosys will be responsible for test planning, test cases and test scripts development ● SFUSD will be responsible for sharing the critical business scenarios to be tested by Infosys ● Infosys will perform Functional Unit Testing of configurations & Technical Unit Testing of Interfaces during Realization phase ● Two cycles of System Integration Testing will be conducted by Infosys ● Infosys will perform two cycles of Payroll Parallel testing along with Business to ensure Payroll results are accurate in new Employee Central Payroll and validate these results with the existing Payroll system

	<ul style="list-style-type: none"> ● User Acceptance Testing (UAT) will be executed by SFUSD. Infosys team will work along with SFUSD to plan and schedule UAT sessions and guide the SFUSD test team in test execution. ● Infosys will fix any defects arising from testing that are related to agreed upon scope, during User Acceptance Testing (UAT)
<p>Data Migration</p>	<ul style="list-style-type: none"> ● Employee Central <ul style="list-style-type: none"> ○ All active employees’ current employee details (active and leave of absence) within the limits of the SuccessFactors data model will be migrated. ○ Up to 15 employee data portlets (SuccessFactors Data Objects) are considered for migration ○ Infosys proposes to migrate 1-year historical data of current active employee data including leave of absence employees. ● Employee Central Payroll – Up to 4 EC Payroll portlets (SuccessFactors Data Objects) are considered for migration ● The scope of all the data migration components will be finalized during the ‘To Be’ Design / Modelling phase of the project ● Infosys will be responsible for the below activities - <ul style="list-style-type: none"> ○ Data mapping activities i.e. mapping of fields between legacy systems and SuccessFactors ○ Infosys Data Services Suite will be used to connect to the source system, extract, transform and upload data into SuccessFactors ● SFUSD will be responsible for - <ul style="list-style-type: none"> ○ Provide inputs and validate the data mapping. i.e. mapping of fields between legacy systems and SuccessFactors ○ Validating and cleansing of data ○ Reconcile the data once loaded in SF system. Validate the accuracy of data in the target system (SuccessFactors) in comparison with PeopleSoft system
<p>Change Management</p>	<p>Change Management is a joint responsibility between Infosys and SFUSD.</p> <ul style="list-style-type: none"> ● Infosys will be responsible for the following <ul style="list-style-type: none"> ○ Define and document Change Management strategy ○ Define and validate KPIs related to change ○ Create Change Readiness Assessment ○ Change Impact Analysis ○ Ongoing Stakeholder Engagement ○ Periodic Change Communication (using Infosys Wingspan) ○ Change Management execution ○ Change Impact Analysis ○ Stakeholder Engagement ● SFUSD will be responsible for the following <ul style="list-style-type: none"> ○ Validate Change management strategy ○ Validate KPI's and get sign off from SFUSD ○ Create Readiness Assessment Review in tandem with partner Change Management resource ○ Prepare Communication plan in tandem with partner Change Management Resource ○ Validate Stakeholder Engagement Plan ○ Identify Communication timelines and prepare schedule ○ Work with SFUSD and Infosys teams to sign off on all the plans including - Change Management Strategy, Communication Plan, Schedules and Training Plan ○ User Adoption Planning & Execution ○ Assist Change Management lead in all Change Management activities ○ Prepare Training Plan for Super Users and End Users
<p>Hyper care</p>	<ul style="list-style-type: none"> ● Hyper care would be supported by Infosys for the period of 4 weeks for all modules.

	<ul style="list-style-type: none"> • At the end of the Hyper care, all support activities will be transitioned to SFUSD teams/support vendor. • All critical and high priority issues will be closed before transitioning it to support vendor
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A2: Activities and Deliverables by Phases

Project Phase	Activities	Deliverables
All Phases	<ul style="list-style-type: none"> • Project Initiation • Define Project Governance Structure, Project Resources, Project Tools and RAID log (Risk, Action, Issue & Decision) • Track and report - project scope, progress of tasks and milestones, schedule, budget and resource allocation, risks and issues 	<ul style="list-style-type: none"> • Weekly detailed status reports/ dashboards • Updated Integrated project plan • Updated RAID log • Updated Project Governance
Discover	<ul style="list-style-type: none"> • Project Kickoff • Project Team Orientation • Project Scope finalization • Define Strategy for all Project Tracks - Landscape, Data Migration, Integration, Testing, Change Management & Training • Acceptance Criteria for determining milestone completion will be defined and mutually agreed upon 	<ul style="list-style-type: none"> • Proposed Data Migration Strategy Document • Proposed Testing Strategy Document • Proposed Integration Strategy Document • Proposed Training Strategy Document • Proposed Change Management Strategy Document • Proposed Landscape Strategy Document • Mutually agreed upon Acceptance Criteria Document
Modelling	<ul style="list-style-type: none"> • Business Process Review and Workshops • Configuration Workshops • Process Standardization • Fit Gap Analysis and Solution Design • Finalize Functional and Technical requirements • Stakeholder Engagement and Alignment • Change Impact Analysis • Communication Strategy and Planning 	<ul style="list-style-type: none"> • Updated and maintained Business Process Tracker • Process Design Document • Fit Gap Analysis Report • Finalized scope - Reports, functional process, Integrations, data migration, Security • Final Data Migration Strategy Document • Final Test Strategy Document • Final Integration Strategy Document • Final Training Strategy Document • Final Change Management Strategy Document • Final Landscape Strategy Document
Realize	<ul style="list-style-type: none"> • Configure the system • Iterations 1 and 2 (Demonstrations, feedback and testing) • Preparation of Test Scenarios and Test Scripts • Configuration of Reports (Adhoc, Canvas, tiles and dashboards) • Functional Unit Testing 	<ul style="list-style-type: none"> • Configuration Workbook Documents • Reporting Requirements Document • Iteration Test Results • Test scenarios and Test Case Suite for System Integration Testing (SIT)
	<ul style="list-style-type: none"> • Design & Development of Interfaces • Functional Unit Testing • Bug Fix 	<ul style="list-style-type: none"> • Functional Specification Documents • Technical Design Document • Integration Test Results
	<ul style="list-style-type: none"> • Data Migration Planning and Execution - Mappings, Conversion Rules, Transformation and Mock Runs 	<ul style="list-style-type: none"> • Data Migration Templates • Data Migration Mock Runs (4 rounds) completed • Reconciliation Reports & Error Reports

	<ul style="list-style-type: none"> • SIT - Test Case Execution & Bug Fix • Payroll Parallel Testing - Test Case Execution & Bug Fix 	<ul style="list-style-type: none"> • Finalized SIT Test cases • System Integration Tests Complete (2 Rounds) • SIT Test Report • Payroll Parallel Tests Complete (2 rounds) • Payroll Parallel Test Report
	<ul style="list-style-type: none"> • Develop Training Document • UAT – Support & Bug Fix • Conduct Trainings for 1. Super Users 2. Admins • Steady State Transition Planning 	<ul style="list-style-type: none"> • UAT Test Report • Super User Training Documents • Admin Training Documents • End User Training Plan • End User Training Documents • Steady State Transition Plan
	<ul style="list-style-type: none"> • Ongoing Stakeholder Engagement • Change Impact Analysis • Communication Strategy and Planning • Change Communication Execution • Change Management Progress Reporting 	<ul style="list-style-type: none"> • Change Impact Analysis • Communication Strategy • Communication Plan • Change Communication
Deploy	<ul style="list-style-type: none"> • Plan and Execute Production Cutover • Handover to post Go-live support team • Change Communication 	<ul style="list-style-type: none"> • Cutover Plan • Deployment Complete • Exit criteria checklist
Hypercare	<ul style="list-style-type: none"> • Bug Fixes – Critical and High Priority • Transition to Steady State Support team • Project Signoff 	<ul style="list-style-type: none"> • Project Closure Report

A3: Out of Scope

1. Implementation of any module other than the modules mentioned in scope section
2. Implementation of the solution or project documentation in any language other than English.
3. Implementation of BenefitFocus or any third party Benefits Solution.
4. Conducting End-User Training.
5. The below mentioned items are considered out of scope for the respective modules:
 - **Employee Central Payroll:**
 - Custom Reports
 - API 3rd party integrations not specifically covered in scope
 - Multiple state taxation and state reciprocity rules
 - Time Evaluation within Employee Central Payroll
 - **Time and Attendance Management by WFS (WorkForce Software):**
 - Workforce Time Clocks
 - Data Imports from 3rd Parties
 - Rounding/Grace Rules
 - Schedule Averaging
 - Line Item Approval
 - Custom reporting
 - Employees outside of US population
 - Integrations to or from 3rd party systems not specifically covered in Scope.
6. Any configuration and development work in existing on premise systems or any interface development from On premise to On premise/third party vendors are not considered in scope
7. Gathering existing SFUSD HCM Documentation, ensuring availability of SFUSD SMEs and Process Owners for workshops and project meetings as per meeting schedule / calendar (inclusive of any local holidays) published by Infosys at project start.
8. Coordination with third parties (i.e. vendors, agencies, authorities, city, government agencies etc.) to support for design, data, integration, validation/ reconciliation activities required for this project
9. Data cleansing, Data Quality related validation activities
10. Data archiving and decommissioning activities
11. Execution of User Acceptance Tests.
12. Testing and/ or changes in non-SuccessFactors Systems
13. Performance testing of SuccessFactors cloud and middleware integration
14. Downstream Impact analysis of the change of the source system is out of scope
15. Sun-setting of legacy applications

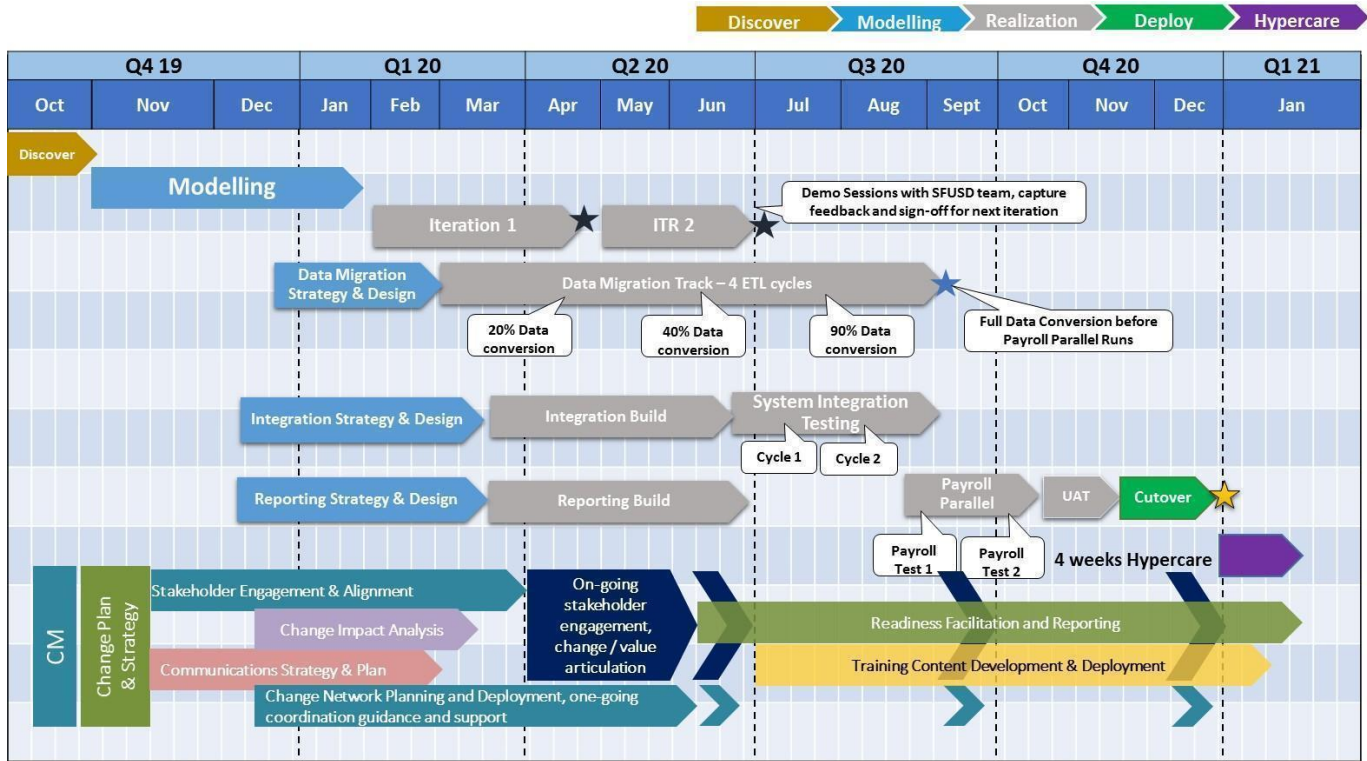
A4: Scope and Program Assumptions

- a. SFUSD will align and limit its SF requirements in order to adopt the Out of Box practice processes and features as delivered by the SF solution. No changes are expected to be made to the core SuccessFactors product.
- b. Infosys will provide alternate solution (system / process work around) for the open items referenced in the HCM Project Master Log by leveraging the standard SuccessFactors extension framework as needed.
- c. SFUSD will provide a team of business experts who will work with the Infosys team and will respond to the queries, conduct the reviews, and give necessary sign-offs within agreed timelines.
- d. SFUSD will take the responsibility of business readiness in order to achieve the proposed go-live milestone for the modules in scope of this statement of work.
- e. SFUSD will ensure availability of its HCM documentation, Subject Matter Experts (SMEs) and Process Owners for workshops, discussions and clarifications for the Infosys project team as per calendar (inclusive of any local holidays) published by Infosys at project start.
- f. Project plan will be reviewed after the end of finalized Design (Modelling) phase with due consideration of any scope changes/ deviations. Any change that might have an impact on the scope, timeline, resources plan and any changes in the assumptions will be handled through a scope change management process (Change Order process).
- g. Change Management is a shared responsibility as per the Roles and Responsibility section and the success of this track will depend on both the parties delivering as per expectations.
- h. SAP CPI considered as middleware for all integration between SuccessFactors to legacy/ third party systems. Any addition of new middleware technology will have an impact on the project timelines and cost and it will be handled through change request process.
- i. SAP CPI network connectivity to end-systems and access shall be provided by SFUSD team.
- j. Business requirements for 45 out of 52 interfaces are already completed by SFUSD and may be re-used verbatim.
- k. Single interface to each product integration with SF identified in the scope. If any additional interfaces apart from the 52 distinct interfaces needs to be developed, then additional effort would be considered and will be handled through a scope change management process (Change Order process).
- l. Any timeline delays not directly attributable to Infosys (such as product procurement, any business constraints, delay from source or target systems providing required details, connectivity issues, firewall issues) potentially could have an impact on the overall schedule resulting in Change Order process.
- m. Any SuccessFactors related access including CPI tenant access & authorizations will be made available to the Infosys team within the first two weeks of project start.
- n. Any scope changes are assumed to follow the defined Change Order processes including approvals.
- o. The solution outlined in this document is based on current features available in SuccessFactors as on Q3 2019 version. Configuration of future enhancements, or enhancements released during the duration of the project, are not included. Any features which are going to be part of any new releases during the life cycle of the project will not be considered for implementation unless agreed upon as direction from product vendor/roadmap.
- p. It is assumed that the version of SuccessFactors Onboarding that will be implemented is Onboarding 1.0. Infosys will review the impact of Onboarding 2.0 jointly with SFUSD, once the new version is available for deployment.
- q. Negotiations and Procuring the Software Licenses for SAP SuccessFactors, and any other applicable Systems and third party Tools is the responsibility of SFUSD.

A5: Implementation Methodology & Timeline

Infosys will follow its Act Methodology for SuccessFactors implementations to deliver the scope of the work addressed in this SOW.

Below is the proposed implementation timeline aligned with the ACT Methodology.



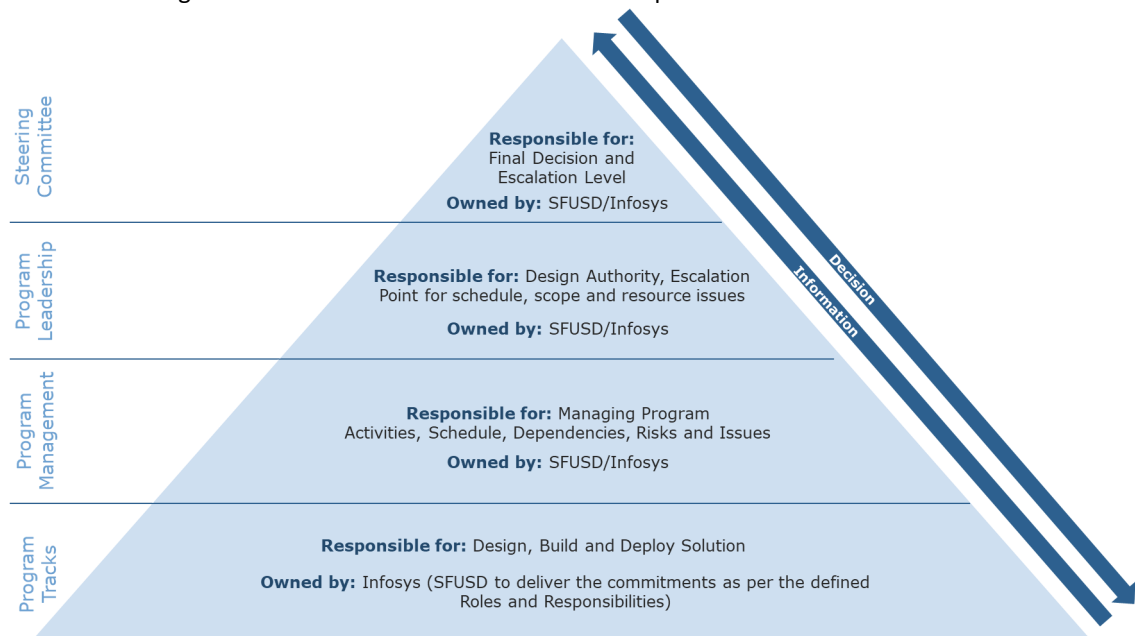
Below are the Proposed Project Milestones:

Sl. No	Project Milestones	Date
1	Project Kick-off	21-Oct-19
2	Discovery Sign-Off	30-Nov-19
3	Business Process Review Completion	31-Jan-20
4	Iteration 1 Completion - Employee Central	30-Apr-20
5	Iteration 1 Completion - Employee Central Payroll	30-Apr-20
6	Iteration 1 Completion - Recruiting, Recruiting Marketing, Onboarding	30-Apr-20
7	Iteration 1 Completion - WorkForce Software	30-Apr-20
8	Iteration 2 Completion - Employee Central	30-Jun-20
9	Iteration 2 Completion - Employee Central Payroll	30-Jun-20
10	Iteration 2 Completion - Recruiting, Recruiting Marketing, Onboarding	30-Jun-20
11	Iteration 2 Completion - WorkForce Software	30-Jun-20
12	System Integration Testing sign off	30-Sep-20
13	Payroll Parallel Testing sign off	31-Oct-20

14	User Acceptance Testing sign off	30-Nov-20
15	Cutover and Go-Live	31-Dec-20
16	Hyper Care	31-Jan-20

A6: Overall Program Governance

Infosys will establish the below Program Governance in order to deliver the scope of work addressed in this SOW.



MODIFIED DESCRIPTION OF SERVICES AS PART OF THE 2ND CONTRACT AMENDMENT

A1. Scope Changes – Modules & Tracks

Scope Lever	Scope Definition
Area in Scope	SF Modules: Implementation <ul style="list-style-type: none"> Employee Central Employee Benefits Employee Central Payroll SAP Time and Attendance Management by WFS (WorkForce Software)
Functional Scope	Timekeeping with SAP service (Decision #12), Calendar Code Work Days to Hours (Decision #20), STRS reporting (Decision # 40 and #97), Concurrent Employment (Decision # 57) <ul style="list-style-type: none"> Conduct business requirement sessions, module specific as well as cross-module Finalize business requirements, Perform Solution design and update BPD documents and get SFUSD module sign-off on BPD's Configure changes to the system and perform unit testing Update configuration workbook for the changes
Cutover	<ul style="list-style-type: none"> Infosys will create detailed Cutover Plan for Go-Live and Go-Live readiness checklist SFUSD will be responsible to capture and track business and IT activities to be included in cut-over plan Go/ No Go decision will be led by SFUSD

	<ul style="list-style-type: none"> • Infosys and SFUSD will jointly perform Cut-Over activities
Training	<ul style="list-style-type: none"> • Infosys will update training materials wherever required for the changes mentioned defined in Functional Scope section and conduct the super user training sessions for administrative super users as Functional & Product Subject Matter Experts (SME) • SFUSD will continue to leverage the previous training content/ session recordings for scenarios where there has been no changes
Interfaces and Technical Scope	<ul style="list-style-type: none"> • Update functional specifications as well as technical specifications for interfaces that will require change limited to the functional scope
Testing	<ul style="list-style-type: none"> • Infosys will be responsible for test planning, development of any additional test cases due to the changed scenarios • SFUSD will be responsible for creating additional business scenarios to be tested • Infosys will perform Functional Unit Testing of configurations & Technical Unit Testing of Interfaces that are being changed • Payroll Parallel Testing will be executed by Infosys and SFUSD to ensure Payroll results are accurate in new Employee Central Payroll and validate these results with the existing Payroll system • User Acceptance Testing (UAT) will be executed by SFUSD. Infosys team will work along with SFUSD to plan and schedule UAT sessions. • All Interfaces (payroll + non-payroll interfaces) will be tested by SFUSD as part of Payroll Parallel and User Acceptance testing including validation of the interfaces with vendors • Infosys will fix any defects arising from testing that are related to agreed upon scope, during User Acceptance Testing (UAT)
Data Migration	<ul style="list-style-type: none"> • Changes to the data migration will be finalized during the after closure of the Solution Design • One data load (Data Migration Run 5) will be performed prior to Payroll parallel testing • Infosys will be responsible for the below activities - <ul style="list-style-type: none"> ○ Data mapping activities i.e. mapping of fields between legacy systems and SuccessFactors ○ Infosys Data Services Suite (iDSS) will be used to connect to the source system, extract, transform and upload data into SuccessFactors • SFUSD will be responsible for - <ul style="list-style-type: none"> ○ Data correction in PeopleSoft system (e.g. time keeper, supervisor information) ○ Provide inputs and validate the data mapping. i.e. mapping of fields between legacy systems and SuccessFactors ○ Validating and cleansing of data ○ Reconcile the data once loaded in SF system. Validate the accuracy of data in the target system (SuccessFactors) in comparison with PeopleSoft system
Hyper care	<ul style="list-style-type: none"> • Hyper care would be supported by Infosys for the period of 6 weeks for all modules. • At the end of the Hyper care, all support activities will be transitioned to SFUSD teams/support vendor. • All critical and high priority issues will be closed before transitioning it to support vendor

A2. Activities and Deliverables by Phases

Project Phase	Activities	Deliverables
All Phases	<ul style="list-style-type: none"> • Project Resources, Project Tools and RAID log (Risk, Action, Issue & Decision) • Track and report - project scope, progress of tasks and milestones, schedule, budget and resource allocation, risks and issues 	<ul style="list-style-type: none"> • Weekly detailed status reports/ dashboards • Updated Integrated project plan • Updated RAID log

Modelling	<ul style="list-style-type: none"> • Business Process Review and Workshops • Configuration Workshops • Fit Gap Analysis and Solution Design • Finalize Functional and Technical requirements 	<ul style="list-style-type: none"> • Updated and maintained Business Process Tracker • Updated Process Design Document
Realize	<ul style="list-style-type: none"> • Configure the system • Preparation of Test Scenarios and Test Scripts • Functional Unit Testing 	<ul style="list-style-type: none"> • Configuration Workbook Documents • Update reporting requirements document • Test scenarios and Test Case Suite for System Integration Testing (SIT)
	<ul style="list-style-type: none"> • Update design & development of changed Interfaces • Functional Unit Testing • Bug Fix 	<ul style="list-style-type: none"> • Updated Functional Specification Documents • Updated Technical Design Document • Updated Integration Test Results
	<ul style="list-style-type: none"> • Updated Data Migration Execution - Mappings, Conversion Rules, Transformation and Mock Runs 	<ul style="list-style-type: none"> • Updated Data Migration Templates • Data Migration Mock Runs 5 (1 round) completed • Reconciliation Reports & Error Reports
	<ul style="list-style-type: none"> • SIT - Test Case Execution & Bug Fix • Payroll Parallel Testing - Test Case Execution & Bug Fix 	<ul style="list-style-type: none"> • Finalized SIT Test cases • System Integration Tests Complete • SIT Test Report • Payroll Parallel Tests Complete • Payroll Parallel Test Report
	<ul style="list-style-type: none"> • Update Training Document • UAT – Support & Bug Fix • Steady State Transition Planning 	<ul style="list-style-type: none"> • UAT Test Report • Steady State Transition Plan
Deploy	<ul style="list-style-type: none"> • Plan and Execute Production Cutover • Handover to post Go-live support team 	<ul style="list-style-type: none"> • Cutover Plan • Deployment Complete • Exit criteria checklist
Hypercare	<ul style="list-style-type: none"> • Bug Fixes – Critical and High Priority • Transition to Steady State Support team • Project Signoff 	<ul style="list-style-type: none"> • Project Closure Report

STABILIZATION SUPPORT

Services shall commence on February 21 2022 and shall expire on August 19 2022.

In Scope-

- Stabilization (Bug fixes)
- Address How To's
- Support Payroll Processing
- Support the District's standard procedures, cyclical processes, and mass uploads for successful implementation and to build capacity within SFUSD to manage these procedures independently
- Small Enhancements (up to 40 hrs estimate) limited to a maximum of 4 per month
- 1H 2022 Release Implementation (review the release notes with SFUSD, agree on scope items to be implemented, implement and test the changes, document the changes)
- Recruitment and Onboarding Support capped to a maximum of 20 tickets per month

SOLUTION ARCHITECT

Services shall commence on February 21 2022 and shall expire on February 17, 2023.

In Scope -

- Design technical solutions, integrations, and complex configurations, as well as implement new development, testing, bug fixes, and technical process improvements for SuccessFactors/ SAP systems

- Support the technical architecture and data exchange between the business application systems to/ from SuccessFactors/ SAP systems
- Evaluate programs and systems, present alternatives for more effective and efficient use, study the feasibility of developing new solutions and enhancements to existing systems, develop project estimates; establish completion targets
- Support in technical planning for the entire range of SuccessFactors/ SAP capabilities, such as automating role-based security, infrastructure for multiple test and development environments, regression testing and UAT
- Solution Design new integrations/ applications based on customer's requirements and specifications
- Prepare technical documentation and use best development practices regarding version control and testing
- Migrate approved programs to production with user acceptance testing and a comprehensive test plan, flow diagrams, and specifications
- Test solutions on SuccessFactors/ SAP systems; clearly present and communicate results using project planning methodologies
- Provide emergency technical support and troubleshooting; resolve problems including help tickets using the Zendesk help system

A3. Out of Scope

- Implementation of any additional changes than listed in the functional scope
- No new interfaces and custom reports
- Execution of User Acceptance Tests
- Create End User training plan and Conduct End User Training
- Change Management and Communication Management
- Updating of SFUSD Operational governance model document
- Any other activity/process not mentioned in scope section
- Any configuration and development work in existing on premise systems or any interface development from On premise to On premise/third party vendors are not considered in scope
- Gathering existing SFUSD HCM Documentation, ensuring availability of SFUSD SMEs and Process Owners for workshops and project meetings as per meeting schedule / calendar (inclusive of any local holidays) published by Infosys at project start.
- Coordination with third parties (i.e. vendors, agencies, authorities, city, government agencies etc.) to support for design, data, integration, validation/ reconciliation activities required for this project
- Perform Data related activities like mass updates, changes
- Data cleansing, Data Quality related validation activities
- Data archiving and decommissioning activities
- Testing and/ or changes in non-SuccessFactors Systems
- Performance testing of SuccessFactors cloud and middleware integration
- Downstream Impact analysis of the change of the source system is out of scope
- Sun-setting of legacy applications

STABILIZATION SUPPORT

- Creation of training content and or resources related to training SFUSD Employees on configuration and functionalities delivered for the modules in scope
- Preparation of training document for all the modules in scope
- Change Management
- Perform Data related activities like mass updates, changes
- Updating of SFUSD Operational governance model document
- Modify any existing document to incorporate changes made to the tickets
- Any other activity/process not mentioned in scope section

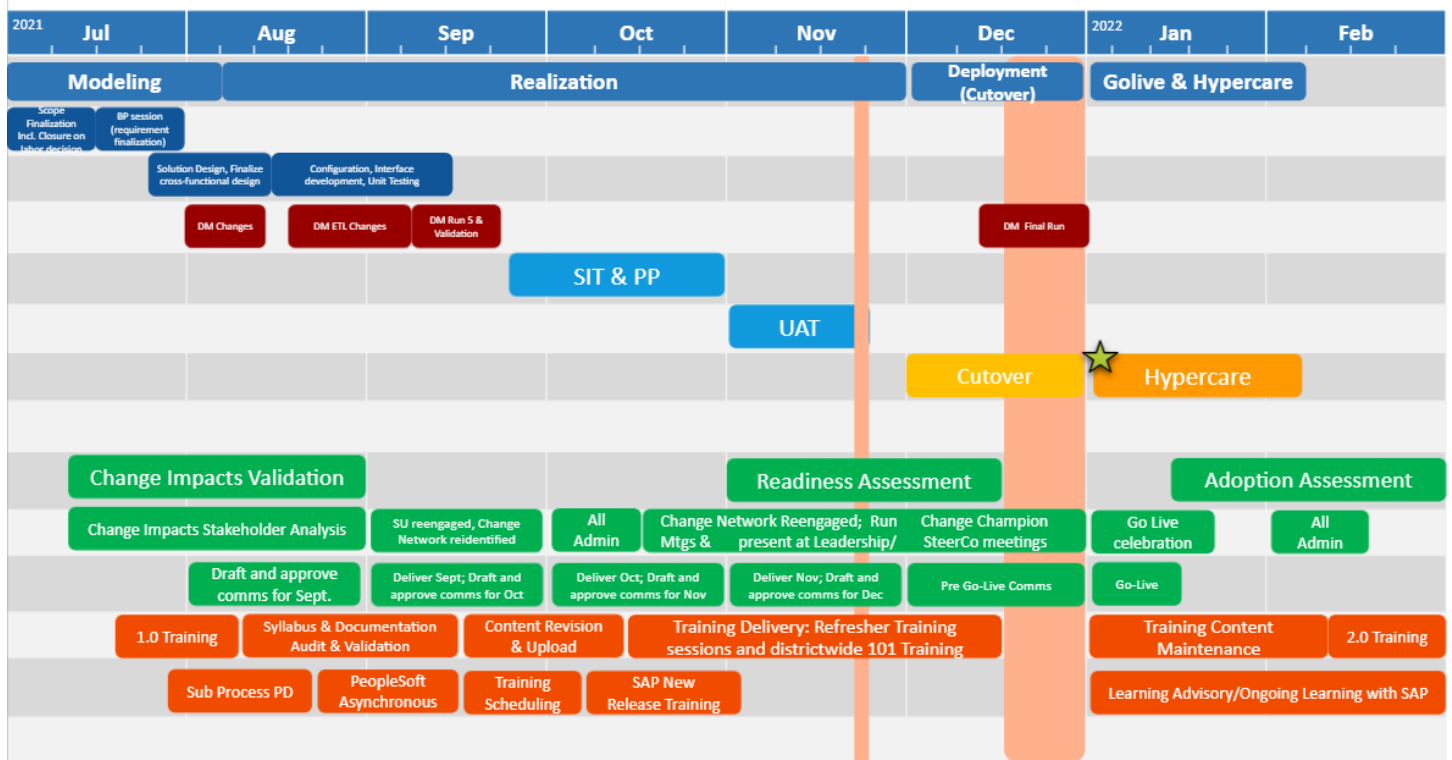
A4: Scope and Program Assumptions

- a. SFUSD will align and limit its SF requirements in order to adopt the Out of Box practice processes and features as delivered by the SF solution. No changes are expected to be made to the core SuccessFactors product.
- b. Infosys will provide alternate solution (system / process work around) for the open items referenced in the HCM Project Master Log by leveraging the standard SuccessFactors extension framework as needed.
- c. SFUSD will provide a team of business experts who will work with the Infosys team and will respond to the queries, conduct the reviews, and give necessary sign-offs within agreed timelines.
- d. SFUSD will take the responsibility of business readiness in order to achieve the proposed go-live milestone for the modules in scope of this statement of work.
- e. SFUSD will ensure availability of its HCM documentation, Subject Matter Experts (SMEs) and Process Owners for workshops, discussions and clarifications for the Infosys project team as per calendar (inclusive of any local holidays) published by Infosys at project start.
- f. Project plan will be reviewed after the end of finalized Design (Modelling) phase with due consideration of any scope changes/ deviations. Any change that might have an impact on the scope, timeline, resources plan and any changes in the assumptions will be handled through a scope change management process (Change Order process).
- g. Change Management is a shared responsibility as per the Roles and Responsibility section and the success of this track will depend on both the parties delivering as per expectations.
- h. SAP CPI considered as middleware for all integration between SuccessFactors to legacy/ third party systems. Any addition of new middleware technology will have an impact on the project timelines and cost and it will be handled through change request process.
- i. SAP CPI network connectivity to end-systems and access shall be provided by SFUSD team.
- j. Business requirements for 45 out of 52 interfaces are already completed by SFUSD and may be re-used verbatim.
- k. Single interface to each product integration with SF identified in the scope. If any additional interfaces apart from the 52 distinct interfaces needs to be developed, then additional effort would be considered and will be handled through a scope change management process (Change Order process).
- l. Any timeline delays not directly attributable to Infosys (such as product procurement, any business constraints, delay from source or target systems providing required details, connectivity issues, firewall issues) potentially could have an impact on the overall schedule resulting in Change Order process.
- m. Any SuccessFactors related access including CPI tenant access & authorizations will be made available to the Infosys team within the first two weeks of project start.
- n. Any scope changes are assumed to follow the defined Change Order processes including approvals.
- o. The solution outlined in this document is based on current features available in SuccessFactors as on Q3 2019 version. Configuration of future enhancements, or enhancements released during the duration of the project, are not included. Any features which are going to be part of any new releases during the life cycle of the project will not be considered for implementation unless agreed upon as direction from product vendor/roadmap.
- p. It is assumed that the version of SuccessFactors Onboarding that will be implemented is Onboarding 1.0. Infosys will review the impact of Onboarding 2.0 jointly with SFUSD, once the new version is available for deployment.
- q. Negotiations and Procuring the Software Licenses for SAP SuccessFactors, and any other applicable Systems and third party Tools is the responsibility of SFUSD.

A5: Implementation Methodology & Timeline

Infosys will follow its Act Methodology for SuccessFactors implementations to deliver the scope of the work addressed in this SOW.

Below is the proposed implementation timeline aligned with the ACT Methodology.



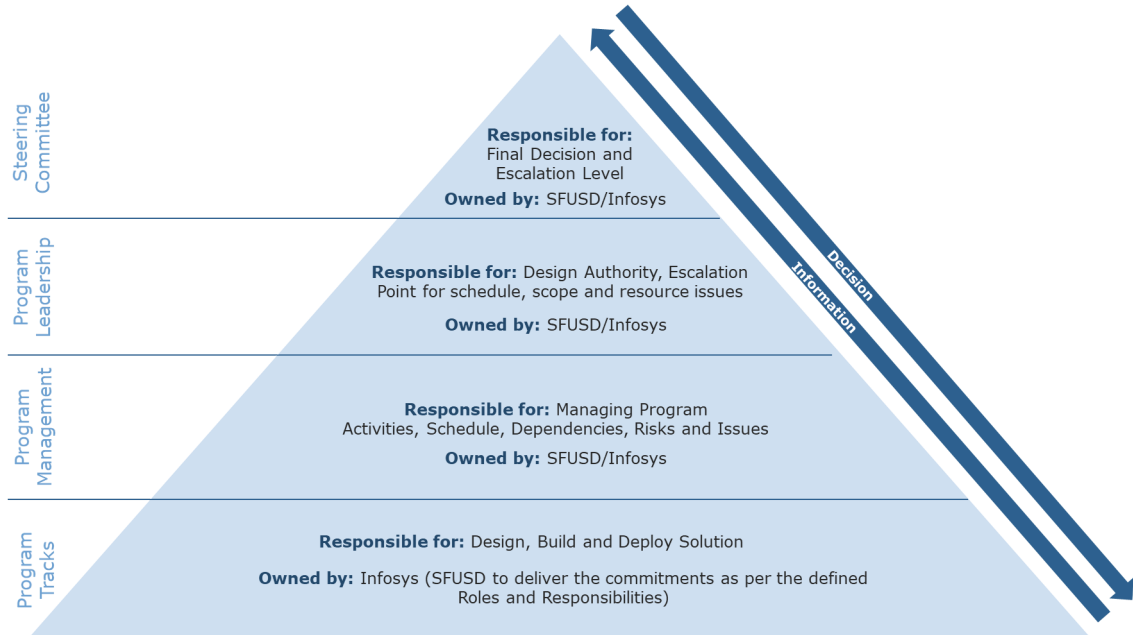
Sl. No	Project Milestones	Date
1	Project Kick-off	31-Oct-19
2	Discovery Sign-Off	30-Nov-19
3	Business Process Review Completion	6-Mar-20
4	BP Sessions Completion	30-Sep-20
5	Iteration 1 Completion -EC. Benefits, ECP, WFS	2-Nov-20
6	Iteration 2 Completion - EC. Benefits, ECP, WFS	14-Dec-20
7	SIT1 sign off	1-Feb-21
8	SIT2 sign off	1-Mar-21
9	Payroll Parallel Testing sign off	10-May-21
11	Wave 2 - User Acceptance Testing sign off	7-Jun-21
12	CR06 - BP Solution Completion	06-Aug-21
13	CR06 - Solution Demo Completion	13-Sep-21
14	CR06 - System Integration Testing Signoff	15-Oct-21
15	CR06 - Payroll Parallel Signoff	29-Oct-21
16	CR07 - UAT Completion and Signoff	26-Nov-21
17	CR 07- Cutover and Go-Live Completion	06-Jan-22

19	CR07 – Hyper Care Completion	18-Feb-22
20	6 month - Application Stabilization Services	19-Aug-22
21	12 month - Solution Architect Services	17-Feb-23

Below are the Proposed Project Milestones for modules planned for go live in Jan 2022:

A6: Overall Program Governance

Infosys will establish the below Program Governance in order to deliver the scope of work addressed in this SOW.



APPENDIX B – SCHEDULE OF FEES AND CHARGES – CALCULATION OF CHARGES

Total Cost of the Agreement (Not to Exceed Amount): Thirteen Million Seven Hundred Thirty-Three Thousand Eight Hundred Ten dollars (\$11,133,810 + \$2,600,000 = \$13,733,810). *The Not to Exceed amount is the maximum amount of compensation due Contractor and not a guarantee of total payment to Contractor, as Contractor is paid in arrears for services rendered..*

The breakdown of charges shall be as follows for the services rendered pursuant to this Agreement:

The Rate of Pay Will be (Check off and complete one option):

- Contractor will work _____ days week / _____ hours per day for \$ _____ per day for _____ weeks
- Contractor will work _____ hours / \$ _____ per hour
- Contractor will work _____ classes. Each class will be _____ minutes/hrs for \$ _____ class

If contractor is to be reimbursed for expenses, please complete:

- Contractor will be reimbursed for expenses not to exceed \$ _____. **All expenses will be listed separately on submitted invoice(s). This is for travel, mileage, reimbursement of items purchased etc. receipts should be attached)**

or

The original payment milestones is fully replaced with the new milestone table as below. The changes due to CR06/CR07 are identified with an “N” in the milestone number.

Milestone #	Milestone Name	Milestone Delivery Date	Milestone Billing Date***	Infosys
1	Project Kick-off	31-Oct-19	14-Nov-19	\$376,000
2	Discovery Sign-Off	30-Nov-19	14-Dec-19	\$376,000
3	Business Process Review Completion	31-Jan-20	14-Feb-20	\$676,999
3.1	Business Process Review Completion - CR01	6-Mar-20	20-Mar-20	\$70,000
3.2	Business Process Review Completion - CM	6-Mar-20	20-Mar-20	\$75,000
4	Wave 2 - Work Effort till 27-Apr-20 - EC (CR02)	27-Apr-20	11-May-20	\$368,900
5	Wave 2 - Work Effort till 27-Apr-20 - ECP (CR02)	27-Apr-20	11-May-20	\$368,900
6	Wave 2 - Work Effort till 27-Apr-20 - WFS (CR02)	27-Apr-20	11-May-20	\$158,200
7	Wave 1 - Iteration 1 Completion - Recruiting, Recruiting Marketing, Onboarding	21-May-20	3-Jun-20	\$226,000
8	Wave 1- Iteration 1 Completion - Reference Check Extension (CR02)	21-May-20	3-Jun-20	\$40,000
9	Wave 1 - Iteration 2 Completion - Recruiting, Recruiting Marketing, Onboarding	3-Aug-20	17-Aug-20	\$170,000
10	Wave 1 - Iteration 2 Completion - LMS, Reference Check (CR02)	3-Aug-20	17-Aug-20	\$185,000
11	Wave 1- System Integration Testing sign off (CR02)	14-Sep-20	28-Sep-20	\$150,400
12	Wave 2 - BP Sessions Completion (CR02)	30-Sep-20	14-Oct-20	\$450,000
13	Wave 1 - User Acceptance Testing sign off (CR02)	30-Oct-20	13-Nov-20	\$180,600
14	Wave 2 - Iteration 1 Completion - EC (CR02)	2-Nov-20	16-Nov-20	\$400,000
15	Wave 2 - Iteration 1 Completion - Benefits CR01 - Split Under CR02	2-Nov-20	16-Nov-20	\$90,000
16	Wave 2 - Iteration 1 Completion - ECP (CR02)	2-Nov-20	16-Nov-20	\$400,000
17	Wave 2 - Iteration 1 Completion -WFS (CR02)	2-Nov-20	16-Nov-20	\$202,474

18	Wave 2- Iteration 1 Completion- Credential Check (CR02)	2-Nov-20	16-Nov-20	\$60,000
19	Wave 1 - Cutover and Tech Go-Live (CR02)	16-Nov-20	30-Nov-20	\$85,680
20	Wave 2 - Iteration 2 Completion - EC (CR02)	14-Dec-20	28-Dec-20	\$400,000
21	Wave 2 - Iteration 2 Completion - Benefits CR01 - Split Under CR02	14-Dec-20	28-Dec-20	\$90,000
22	Wave 2 - Iteration 2 Completion - ECP (CR02)	14-Dec-20	28-Dec-20	\$450,000
23	Wave 2 - Iteration 2 Completion - WFS (CR02)	14-Dec-20	28-Dec-20	\$202,474
24	Wave 1 - Bus Go-Live (CR02)	11-Jan-21	25-Jan-21	\$36,720
25	Wave 1 - Hyper Care (CR02)	1-Feb-21	15-Feb-21	\$81,000
26	Wave 2- SIT1 sign off (CR02)	1-Feb-21	15-Feb-21	\$310,800
27	Wave 2- SIT2 sign off + Credential Check (CR02)	1-Mar-21	15-Mar-21	\$284,272
28	CR03 - SACS Code Overrides	1-Mar-21	15-Mar-21	\$0
29	CR03- Superintendents Plan and FICA 55	1-Mar-21	15-Mar-21	13,819.80
30	Wave 2 - Payroll Parallel Testing sign off (CR02)	10-May-21	24-May-21	\$602,000
31	CR03- Additional 40 Custom Reports	10-May-21	24-May-21	139,392
32	CR03- Extension of Recruitment Onboarding Support	21-May-21	4-Jun-21	\$61,536
33	Wave 2- User Acceptance Testing sign off - Benefits CR01	7-Jun-21	21-Jun-21	\$35,375
34	Wave 2 - User Acceptance Testing sign off (CR02)	7-Jun-21	21-Jun-21	\$782,400
35	CR04- Extension of Recruitment Onboarding Support	07-Jul-21	20-Jul-21	\$ 8,712
36N	CR06 - Session Planning Completion	16-Jul-21	30-Jul-21	\$240,092
37N	CR06 - BP Solution Completion	06-Aug-21	20-Aug-21	\$ 538,738
38N	CR06 - Solution Demo Completion	13-Sep-21	30-Sep-21	\$ 408,736
39N	CR06 - Data Migration Run 5 Completion	24-Sep-21	08-Oct-21	\$ 513,136
40N	CR06 - System Integration Signoff	15-Oct-21	29-Oct-21	\$ 473,740
41N	CR06 - Payroll Parallel Signoff	29-Oct-21	29-Oct-21	\$ 253,786
42N	CR07 - UAT Completion and Signoff	26-Nov-21	10-Dec-21	\$ 380,062
43N	CR07-Cutover and Go-Live (CR02)	06-Jan-22	20-Jan-22	\$ 231,310
44N	CR07 –Hyper Care	18-Feb-22	18-Feb-22	\$ 313,628
45N	CR07-Month1 Application Stabilization Services	18-Mar-22	18-Mar-22	\$ 216,666
46N	CR07-Month2 Application Stabilization Services	20-Apr-22	20-Apr-22	\$ 216,666

47N	CR07-Month3 Application Stabilization Services	20-May-22	20-May-22	\$ 216,666
48N	CR07-Month4 Application Stabilization Services	20-Jun-22	20-Jun-22	\$ 216,666
49N	CR07-Month5 Application Stabilization Services	20-Jul-22	20-Jul-22	\$ 216,666
50N	CR07-Month6 Application Stabilization Services	19-Aug-22	19-Aug-22	\$ 216,666
51N	CR07- Month 1 Solution Architect Services	18-Mar-22	18-Mar-22	\$ 31,250
52N	CR07- Month 2 Solution Architect Services	20-Apr-22	20-Apr-22	\$ 31,250
53N	CR07- Month 3 Solution Architect Services	20-May-22	20-May-22	\$ 31,250
54N	CR07- Month 4 Solution Architect Services	20-Jun-22	20-Jun-22	\$ 31,250
55N	CR07- Month 5 Solution Architect Services	20-Jul-22	20-Jul-22	\$ 31,250
56N	CR07- Month 6 Solution Architect Services	19-Aug-22	19-Aug-22	\$ 31,250
57N	CR07- Month 7 Solution Architect Services	20-Sep-22	20-Sep-22	\$ 31,250
58N	CR07- Month 8 Solution Architect Services	20-Oct-22	20-Oct-22	\$ 31,250
59N	CR07- Month 9 Solution Architect Services	18-Nov-22	18-Nov-22	\$ 31,250
60N	CR07- Month 10 Solution Architect Services	20-Dec-22	20-Dec-22	\$ 31,250
61N	CR07- Month 11 Solution Architect Services	20-Jan-23	20-Jan-23	\$ 31,250
62N	CR07- Month 12 Solution Architect Services	17-Feb-23	17-Feb-23	\$ 31,250
	Total Base Contract			\$13,636,882.80
	Travel*			\$96,792.00
	District Allowance**			\$ 135.20
	Grand Total			\$ 13,733,810

*** Milestone will be billable about 2 weeks after Milestone Delivery Date. The window of 2 weeks is for District Acceptance and Sign Off.

1.) Compensation

- a. The Contractor’s fee set forth in this Agreement shall be full compensation for all of Contractor’s Services incurred in its performance of the services set forth in **Appendix “A” but is only a Not to Exceed Amount and not a guarantee of total payment, as payment is owed only for Services rendered.**
- b. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and is subject to approval of the District.
- c. The Fee shall be paid as indicated and the rate of pay shall not be changed for the term Agreement.

2.) Method of Payment

- a. Contractor shall submit invoices in a format approved by the District
- b. Invoices must include the Purchase Order number, school site name, name of individual(s) performing duties, date(s) worked, hours worked.
- c. Contractor shall submit invoices to the District via the District’s authorized representative. Upon receipt and approval of Contractor’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Legal Effect. Except as expressly amended by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect including fully incorporated appendices.

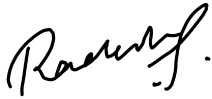
Signatures of the Parties.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as approved/ratified by the Board of Education on 9/28/21.

This amends the original Agreement that the Board of Education as approved/ratified by the Board of Education on 10/15/19. AND the first amendment as approved/ratified by the Board of Education on 6/22/21.

INFOSYS LTD

APPROVED:



BY: _____

Authorized Signature

RADESH PANDURANGA DAS

Head, SAP SuccessFactors, Infosys Ltd.

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:



BY: _____

MELISSA P. DODD

- Deputy Superintendent, INSERT DEPT
- Chief, Technology
- Assistant Superintendent, INSERT DEPT

RECOMMENDED:



BY: _____

Signature of Site/Dept. Administrator

Melissa P. Dodd

Chief Technology Officer