MEMORANDUM OF UNDERSTANDING
Between
Gavilan Community College
And
California State University, Monterey Bay
For
Moodle Learning Management System Hosting

July 1, 2010

The purpose of this Memorandum of Understanding ("MOU") is to define and formalize an educational agreement ("Agreement") between Gavilan Community College, 5055 Santa Teresa Blvd., Gilroy, California ("Gavilan"), and California State University, Monterey Bay, 100 Campus Center, Seaside, California ("CSUMB").

The Agreement holds that CSUMB provide hosting services for the Moodle Learning Management System ("LMS") with support services as agreed upon (see Addendum 1) to Gavilan. This Agreement will improve the educational services offered by Gavilan and CSUMB to Monterey Peninsula communities. In addition, the Agreement shall provide opportunities for sharing of training and professional development opportunities for all participants.

WHEREAS, Information Technologies @ CSUMB ("IT@CSUMB") currently provides University-wide networking, applications, and production support for administrative and academic units at CSUMB; and

WHEREAS, IT@CSUMB is a central unit with the ability to coordinate the expansion of services and expertise needed to provide the level of support required to host such service; and

WHEREAS, CSUMB is self-insured; and

WHEREAS, Gavilan is an educational and community partner dedicated to educational service to the Monterey Peninsula communities;

BE IT RESOLVED that Gavilan and IT@CSUMB agree to the following:
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Gavilan -- IT@CSUMB Support and Services Agreement

A. **IT@CSUMB Support and Services Provided.** IT@CSUMB shall make available the following resources and services as defined in Addendum 1:

1. Based upon the current IT@CSUMB Standard Service Level (SSL), CSUMB shall install and maintain appropriate server, backup, and power supply hardware for the production cycle of the agreement.

2. Operational support for IT@CSUMB network connectivity, server, and LMS application as agreed by IT@CSUMB and GAVILAN based upon the current SSL for a maximum of 1000 concurrent users.

3. Access to collaborative training and support resources.

4. Collaborative support and training for identified GAVILAN staff to manage Student Information Systems (SIS) and the LMS application

5. Additional services from IT@CSUMB may be contracted when mutually agreed upon.

6. IT@CSUMB shall present documentation to GAVILAN prior to the start of each fiscal year any changes resulting from Collective Bargaining Agreements or changes in the SSL as approved by the University as it relates to services delivered or cost of services.

7. IT@CSUMB shall provide a minimum of 120 days notice to any changes in the SSL for the university which may impact this MOU

8. IT@CSUMB shall present to GAVILAN prior to the start of the fiscal year an invoice for services to be rendered for the upcoming fiscal year.

9. IT@CSUMB shall meet with GAVILAN on a scheduled basis to evaluate the needs of the program and services provided by IT@CSUMB.

B. **Gavilan agrees that:**

1. Gavilan shall compensate IT@CSUMB at the beginning of each fiscal year for the services to be rendered for that year based upon the current contract fee.

2. Gavilan shall communicate and coordinate with IT@CSUMB the program schedule and needs in a timely manner.

3. Gavilan shall provide a minimum of 60 calendar days notice for any new required hosting services from IT@CSUMB.

4. Gavilan shall be responsible for the management of courses, enrollment, and authentication processes
5. Gavilan shall provide all faculty and student support

6. Gavilan shall make available as appropriate training and support events and materials to CSUMB

7. Gavilan shall meet with IT@CSUMB on a scheduled basis to evaluate the needs of the program and services provided by IT@CSUMB.

C. **Indemnification:** Gavilan agrees to protect, indemnify, defend, and hold harmless California State University Monterey Bay, the State of California, Foundation of California State University Monterey Bay, and their trustees, officers, employees, students, agents, volunteers, invitees and visitors from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with this agreement, the use of CSUMB’s property as provided in this agreement, or other acts or omissions of Gavilan, or its trustees, officers, employees, agents, volunteers, and invitees, except such loss or damage caused by the sole negligence or willful misconduct of CSUMB.

Likewise, CSUMB agrees to protect, indemnify, defend, and hold harmless Gavilan College, the State of California, and their trustees, officers, employees, students, agents, volunteers, invitees and visitors from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with this agreement, the use of Gavilan’s property as provided in this agreement, or other acts or omissions of CSUMB, or its trustees, officers, employees, agents, volunteers, and invitees, except such loss or damage caused by the sole negligence or willful misconduct of Gavilan.

D. **Term.** The term of this MOU shall be 1 July 2010 through 30 June 2013. Both parties shall evaluate this MOU before considering any extension of this agreement.

E. **Termination.**

1. **Voluntary termination:** In the event that Gavilan wishes to terminate the Agreement, written notification must be provided at least 30 calendar days prior to the end of the current fiscal year unless otherwise agreed to. On termination of the agreement, CSUMB will provide a backup of all data resident at the time of termination.

2. **Involuntary termination:** In the event that either party ceases to fulfill its obligations as stated within the provisions of the Agreement, the party wishing to terminate must notify the other in writing as to the grievance. Both parties agree to meet within 30 calendar days of such notice to either resolve the issues mutually or mutually agree to terminate the contract.
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F. Notice. Any notices pursuant to this Agreement shall be validly given or served if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Gavilan: Kathleen Rose
Office of Instruction
Gavilan College
5055 Santa Teresa Blvd
Gilroy, CA 95020

With a copy to: Joseph Keeler
Office of Administrative Services
Gavilan College
5055 Santa Teresa Blvd
Gilroy, CA 95020

If to CSUMB: California State University, Monterey Bay
Attn: George “Chip” Lenno
Chief Information Officer
100 Campus Center
Seaside, CA 93955-8001
(831) 582-4700

With a copy to: California State University, Monterey Bay
Attn: Art Evjen
Director, Business and Support Services
100 Campus Center
Seaside, CA 93955-8001
(831) 582-3394
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G. Signatures. This Agreement may be signed in counterparts and/or by facsimile. Facsimile signatures shall be binding upon receipt by facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this __________ of ______________ 2009.

CSUMB
THE CALIFORNIA STATE UNIVERSITY,
MONTEREY BAY

_________________________
George "Chip" Lenno
Chief Information Officer
California State University, Monterey Bay

GAVILAN
GAVILAN COMMUNITY COLLEGE

_________________________
Joseph Keeler
V.P. of Administrative Services
Gavilan Community College

_________________________
Kathryn Cruz-Uribe
Provost & Vice-President of Academic Affairs
California State University, Monterey Bay

_________________________
Steven M. Kinsella
Superintendent/President
Gavilan Community College
ADDENDUM 1:

1. Standard Service Level (SSL):
   a. Services are for Moodle versions 1.9 to 1.9.9. Upgrade pathways for Moodle will coincide with CSUMB upgrades with the CSU.
   b. CSUMB will provide an updated “development” and “pre-production” installations for MPC.
   c. Network, server, application support; Monday – Friday, 8 AM to 5 PM excluding holidays and scheduled campus closures.
   d. Scheduling for network, server, and application maintenance will be scheduled in advance based upon input from the client schedule. Client is responsible for providing CSUMB with an academic schedule that notes time frames for adequate maintenance of the above.
      - In the event of operational disruption identified by MPC outside of the SSL time or during holiday, CSUMB has provided personnel and contact information to MPC.
      - First Call: Andrew Coile
      - Second Call: Marc Oehlman
      - In the event of operational disruption identified by CSUMB outside of the SSL time or during holiday, MPC has provided personnel and contact information to CSUMB.
   e. CSUMB has a pandemic plan in place for off-site management of enterprise systems
   f. CSUMB has a disaster recovery plan that restores LMS services within 72 hours of the event.
   g. Backup and Archive:
      - Disaster recovery tape up to 30 days. Daily incremental and one system backup per week.
      - Host machine retains four weeks of daily backup of each course; backup is generated by the LMS based upon any change to a course in a 24 hour period
      - Host machine purges to a weekly Monday backup after four weeks and holds for no less than 14 weeks; this time is adjusted based upon the grading deadline for the institution
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- After 18 weeks, backups are moved to off-host storage for archive, retaining weekly backups for two years

- After two years, archive is purged to retain only the last backup of the term (after grade deadline has passed), and term-based backups are retained for an additional three years

h. Allocated backup and archive space is 1.5TB

i. System and/or storage allocation use baseline is 75% and when hit will trigger a review of operational parameters.

2. Support and Resources

a. Access to root file structure on request and documentation.

b. Tier III support infrastructure to allow MPC IT staff access to CSUMB staff via:

- IM support through Google Chat (requires MPC staff contact information)
- Phone support for client support staff (831-582-5117)
- Email support

c. Inclusion into the CSU Moodle Consortium support infrastructure where feasible.

d. Standing invitations to all CSUMB Moodle-related training and professional development and support resources

e. Access to all CSUMB support resources as allowed by agreement.

3. Support Tiers: for the purposes of this agreement, the following simplified support tiers will be used

a. Tier 1 Support: Basic technical issues (What to click); simple tasks (e.g., how to make a course available); end-user initiated

b. Tier 2 Support: More complex sets of technical tasks (e.g., set up a quiz); Instructional design (Why to use x, y, z);

c. Tier 3 Support: System-wide technical issues requiring database or hardware work. Escalations of Tier 2 questions.