



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

MEMORANDUM OF UNDERSTANDING

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

And

PARTICIPATING COLLEGES

Agreement SSC-044-18

The Vision Resource Center Project

This Memorandum of Understanding (“MOU”) is entered into by the Foundation for California Community Colleges, a 501(c)(3) corporation, the official nonprofit supporting the California Community Colleges Chancellor’s Office (“FOUNDATION”), and Mt. San Antonio Community College, (“PARTICIPATING COLLEGE”).

RECITALS

WHEREAS, the purpose of this MOU is to establish cooperative terms and conditions between the FOUNDATION and PARTICIPATING COLLEGE to integrate and utilize Cornerstone, a professional development Learning Management System (“LMS”), with the existing Vision Resource Center Project (“VRCProject”).

WHEREAS, the FOUNDATION is a nonprofit 501(c)(3) corporation and the official nonprofit supporting the California Community Colleges Chancellor’s Office and the California Community Colleges Board of Governors, and its mission is to benefit, support and enhance the California Community College system;

WHEREAS, the VRCProject –a service of the California Community College Education Services (CCC Ed. Services)–is California Community Colleges’ online website for trainings, professional development, effective practices, and educational resources. The VRCProject supplements and complements in-person trainings and technical assistance provided to community college faculty, staff, and administrators;

WHEREAS, the Cornerstone Project is a collaboration between the FOUNDATION and the California Community Colleges Chancellor’s Office to utilize Cornerstone’s LMS to expand and enhance the VRCProject. Cornerstone will provide the PARTICIPATING COLLEGES and the VRCProject with features including online training resources, reporting, training assignments and tracking, customized and automated communications, collaborative online communities, file sharing, and a flexible calendar system.

WHEREAS, the Cornerstone LMS will enable supervisors, colleges, and districts to create, assign and track courses and trainings, obtain reports on course completion, and communicate college-wide. Cornerstone LMS integration will provide the potential to create direct connections in these areas between all California Community Colleges through a centralized database.

REPRESENTATIONS AND WARRANTIES

1. **Signing Authority.** FOUNDATION represents and warrants its signatories to this MOU are authorized to sign this MOU on behalf of the FOUNDATION. PARTICIPATING COLLEGE represents and warrants its signatories to this MOU are authorized to sign this MOU on behalf of the PARTICIPATING COLLEGE.

AGREEMENT

NOW, THEREFORE, the parties agree to the terms and conditions contained in this MOU, outlining the relationship between FOUNDATION and PARTICIPATING COLLEGE for the Term and with respect to the subject matter herein, as follows:

1. **Effective Date.** This MOU shall be effective once signed by all parties to this MOU (“Effective Date”).
2. **Term.** The term of this MOU shall begin on the Effective Date and end on June 30, 2022 and is renewable upon the written and signed agreement of both parties for up to a total of five years.
3. **Termination.** The Parties shall have the right to terminate this Agreement for any reason or no reason at all, without penalty, at any time by providing the other with at least thirty (30) days written notice of termination in accordance with Section 7 of this Agreement.
4. **Confidential Information.** “Confidential Information” means any proprietary or confidential information as such terms are most broadly defined under applicable law; including non-public institutional information, student, and employee data; documentation, forms, technical specifications, access procedures, system security information, software, methods, reports and lists. “Confidential Information” also includes any non-public information of FOUNDATION or PARTICIPATING COLLEGE disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential. Each party agrees:
 - (1) not to copy or use the other party’s Confidential Information in any way, except as permitted by this MOU;
 - (2) not to disclose the other party’s Confidential Information to any third party, except as required by law, to its attorneys and accountants as reasonably necessary, or as authorized by this MOU; and
 - (3) to protect the other party’s Confidential Information reasonably and with due care.

Information is not Confidential Information if a party can clearly show that it became known to the receiving party prior to receipt from the disclosing party, has become publicly known, except through breach of this Agreement, or is independently developed without reference to Confidential

Information. The parties further acknowledge that knowing or negligently sharing Confidential Information constitutes a breach of this Agreement.

5. PARTICIPATING COLLEGE Responsibilities.

The PARTICIPATING COLLEGE shall:

- 1) Analyze a Cornerstone LMS sample data feed and compare it with the PARTICIPATING COLLEGE's Human Resource Information System (HRIS) feed to identify similar fields and required clean up and customization.
- 2) Provide the FOUNDATION with the PARTICIPATING COLLEGE's specific data feed files for upload to the Cornerstone LMS.
- 3) Establish and schedule an automated data feed to Cornerstone LMS, or designated data warehouse, to ensure data integrity of specific employee information, including faculty, staff, and administrator names, titles, and contact information. Resolve any errors that may occur.
- 4) Assign a dedicated Professional Development Lead (PDL) as the PARTICIPATING COLLEGE's system administrator to serve as the primary VRC Project and Cornerstone LMS contact. The PDL will acquire expertise with the Cornerstone LMS system, assign courses, and communicate to PARTICIPATING COLLEGE employees via the welcome screen, the Connect forum, and other channels.
- 5) Where appropriate, involve College's Professional Development Coordinator, Director of Information Services, Director/Manager of Human Resources, or comparable positions in Cornerstone implementation and ongoing utilization.
- 6) Customize the PARTICIPATING COLLEGE's main professional development welcome screen colors, headers, images, and navigation.
- 7) Where applicable, add PARTICIPATING COLLEGE-specific instructor led trainings, on-campus workshops, and Keenan Safe Schools courses into Cornerstone LMS.
- 8) Send PARTICIPATING COLLEGE-wide Cornerstone email announcements in preparation for launch.
- 9) Customize training resources, materials, and instructions provided by the FOUNDATION and make available online to the PARTICIPATING COLLEGE community.
- 10) Monitor the PARTICIPATING COLLEGE's online community for FAQs and share feedback with the FOUNDATION for continuous improvements.
- 11) Submit requests for technical support through VRCProject support portal.

6. FOUNDATION Responsibilities.

The FOUNDATION shall:

- 1) Provide the PARTICIPATING COLLEGE with free integration and cover licensing fees for the Cornerstone LMS for faculty, staff, administrators and trustees for the term of this MOU.
- 2) Provide the PARTICIPATING COLLEGE with sample data feed template for Cornerstone LMS integration.
- 3) Have a dedicated staff person to serve as the Cornerstone LMS global system administrator and established process for the PARTICIPATING COLLEGE to submit any issues or questions that arise.
- 4) Provide the PARTICIPATING COLLEGE with functionality to access Cornerstone through single sign-on access to the Cornerstone LMS.
- 5) Provide training resources, materials, and instructions to the PARTICIPATING COLLEGE.
- 6) Provide technical support and customer service for Cornerstone LMS and the VRCProject through set up, integration, and implementation at the PARTICIPATING COLLEGE.
- 7) Train the PARTICIPATING COLLEGE's Professional Development Lead (PDL) on the Cornerstone LMS and the VRCProject.
- 8) Upon request, FOUNDATION shall make available to the Chancellor's Office all system, college, and district data collected by the Cornerstone LMS.
- 9) FOUNDATION global system administrators will respond to and escalate any accessibility-related issue reported by end users or PARTICIPATING COLLEGE's system administrator(s).
- 10) Accessibility issues may be reported using contact methods directly in the LMS, or by use of FOUNDATION-maintained service desk software. FOUNDATION global system administrators will prioritize and escalate any accessibility-related issue by creating a support request with Cornerstone Global Technology Services to address the concern. FOUNDATION maintains current records of Cornerstone's Voluntary Product Accessibility Template (VPATs).

7. **Notices.** All notices and other communications required or permitted to be given under this MOU must be directed to the following individuals:

FOUNDATION PROGRAM MANAGER (All Programmatic Issues)

Elizabeth Kay
Director of Professional Development
1102 Q Street, Suite 4800
Sacramento, CA 95811
bkay@foundationccc.org

FOUNDATION CONTRACTS DEPARTMENT

Foundation for California Community Colleges

Contracts Department

1102 Q Street, Suite 4800

Sacramento, CA 95811

contracts@foundationccc.org

PARTICIPATING COLLEGE

Lianne Maldonado-Greenlee

Director, Professional and Organizational Development

Mt. San Antonio College

1100 North Grand Avenue

Walnut, CA 91789

lgreenlee@mtsac.edu

8. General Terms and Conditions.

- a. **Entire Agreement.** This MOU, and any valid amendments thereto, constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the FOUNDATION and PARTICIPATING COLLEGE regarding such subject matter.
- b. **Interpretation.** This MOU is the product of joint collaboration and drafting by authorized representatives of both PARTICIPATING COLLEGE and the FOUNDATION. Therefore, an interpretation of any term or condition contained herein shall not be construed against either party as the drafting party.
- d. **Headings.** Paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- e. **Counterparts.** The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy, pdf or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this MOU.
- f. **Modification.** This MOU may be modified only upon signed written agreement by both parties.
- h. **Non-Waiver.** The failure of either FOUNDATION or PARTICIPATING COLLEGE , whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

- i. **Severability.** If any provision(s) of this MOU is found by a court having jurisdiction hereof to be unenforceable, invalid, or contrary to law, that provision(s) shall be deemed to be severed from the remainder of this MOU, and the remaining provisions shall be harmonized and interpreted as the agreement between the parties.
- j. **Indemnification.** The FOUNDATION shall defend, indemnify and hold the PARTICIPATING COLLEGE, 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 MOU but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or resulted from the negligent or intentional acts or omissions of the FOUNDATION, its officers, agents, or employees. The PARTICIPATING COLLEGE shall defend, indemnify and hold the FOUNDATION, 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 but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the PARTICIPATING COLLEGE, its officers, agents, or employees.
- k. **Intellectual Property.** FOUNDATION retains all proprietary and intellectual property rights, title and interest in and to FOUNDATION data and content.
- l. **Assignment.** Neither party shall assign this MOU or any right or interest hereunder to another party, without the other party's prior written and signed consent.
- m. **Restrictions.** Software means: (i) any and all of Cornerstone's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality and eLearning content provided by Cornerstone-contracted third parties.

The Software used under this MOU may be used only for the PARTICIPATING COLLEGE's lawful business purposes. PARTICIPATING COLLEGE shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell any Software or Service; (iii) create any derivative works based upon the Software; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make any Software or Service available to any unauthorized parties; or (vi) release the results of benchmark tests or other comparisons of any Software or Service with other software, services, or materials.

- n. **Choice of Law.** This MOU shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this MOU shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

THE PARTIES HEREBY EXECUTE THIS MOU.

PARTICIPATING COLLEGE

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: Beth Kay

Title: Director of Professional Development

Date: _____