



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

MEMORANDUM OF UNDERSTANDING OPENCCAPPLY INSTITUTION PARTICIPATION

1. **PARTIES.** This Memorandum of Understanding ("MOU") No. 14-054 is hereby made and entered into by and between the Butte-Glenn Community College District ("District") on behalf of its sponsored program, the California Community Colleges Technology Center, ("CCCTC"), acting as fiscal agent on behalf of the California Community Colleges Chancellor's Office, ("CCCCO") and Mt. San Jacinto College, ("Institution").
2. **PURPOSE.** The purpose of this MOU is to define the roles and responsibilities of the parties hereto as it relates to the California Community Colleges ("CCC") online electronic admission application system known as CCCApply and the CCC federated student account system known as OpenCCC, collectively both systems are known as OpenCCCApply ("System").
3. **COMMON OBJECTIVE.** The parties to this MOU have the common overall objective(s) of the Institution participating in the System.
4. **JOINT RESPONSIBILITIES.** Jointly, the parties shall:
 - A. Treat the data entered into the System by members of the public who access the System ("System Users") in accordance with (i) each System User's expressed directions, and (ii) all applicable laws governing the privacy of such information. System Users providing data over the System in connection with a Selected Application will not be presented any offers to utilize other services while completing, reviewing or submitting such Selected Application unless these offers have been explicitly approved by the CCCCCO. Should the CCCCCO desire to make data entered into the System transferable directly from the System to other student services systems designed, developed, operated or maintained by CCCCCO or CCCCCO funded grant projects, CCCTC may be permitted to facilitate such transfer under arrangements established with the CCCCCO. System Users who independently logon to other student services systems designed, developed, operated or maintained by CCCTC may be able on such other systems to utilize data initially entered on the System provided they employ the usernames and passwords associated with the account employed when the data was entered.

The Office of Civil Rights of the United States Department of Justice has determined that Admissions and Records personnel at the CCC can neither view nor have access to certain sensitive data about applicants until after the admission action with respect to such applicants is taken. At the present time, these sensitive fields are (i) marital status, birth date, gender, race, and ethnicity, and (ii) Disabled Student Programs and Services (DSPS) data from the Needs and Interests screen. In addition, the Office of Civil Rights has specified that only DSPS personnel can have access to DSPS data. To implement the solution approved by the Office of Civil Rights, CCCTC will set up Control Center accounts for designated individuals at the Institution. Full access privileges will be provided to a "Data Center Account Holder" who will be designated by an authorized representative of the Institution in a written notice to CCCTC. The Data Center Account Holder account privileges will enable the Data Center Account Holder to view and download all fields in Selected Applications to the Institution and to determine what fields can be viewed or downloaded by the other Institution account holders. The Institution will cause the Data Center Account Holder to set up the projects for download and viewing for the other account holders at the Institution so that (i) account holders in the Admissions and Records offices will not have access to the sensitive fields until after the applicant is admitted and then may have access only to marital status, birth date, gender, race, and ethnicity, and (ii) only account holders who are DSPS personnel will have access to DSPS data.

If the Institution fails to cause its Data Center Account Holder to act in accordance with the foregoing provisions regarding access to sensitive data the Institution may be cited by the Steering Committee for CCCAPPLY and may also be reported by the Steering Committee for CCCAPPLY to the CCCCCO for appropriate action by the CCCCCO. If the Institution is directed by the Steering Committee or the CCCCCO to comply with said provisions regarding access to sensitive data but fails to comply within thirty (30) days of the issuance of the direction, the Institution's participation in the System may be terminated.

Upon termination of its participation in the System the Institution agrees that upon the request of the CCCCO, the Institution will destroy all personally identifiable data received through CCCAPPLY in whatever form, including electronic, such data is then held by the Institution.

- B. Perform all obligations under this MOU in compliance with all applicable laws and regulations in the performance of their obligations under this MOU including, but not limited to the observance of all laws and regulations relating to the privacy of information provided by System Users.
5. RESPONSIBILITIES OF CCCTC. CCCTC agrees to perform the following activities and provide the following resources:
- A. Operate and maintain the System for CCC colleges and districts to provide an electronic online common admission application ("Common Application") for use by CCC colleges and districts.
 - B. May provide additional electronic online applications ("Additional Applications") that are available for use in connection with the System by CCC colleges and districts, as set forth in the terms of this MOU. The Common Application and Additional Applications are referred to herein collectively as the "Selected Applications."
 - C. Maintain and update the Selected Applications, and maintain the supplemental application building utility, in accordance with the professional standards of the software and application service provider industries.
 - D. Provide System Users support:
 - 1. Frequently Asked Questions maintained on the System available to all System Users, as that term is defined in Section 4.A of this MOU.
 - 2. Respond to inquiries submitted by electronic mail. CCCTC will utilize its best efforts to respond to email received prior to 3:00 PM, Pacific Time, on a day CCCTC is open for business during the same day it is received and to respond to email received after 3:00 PM or on holidays, weekends or other non-business days during the next business day following the day of receipt.
 - 3. Provide a toll-free telephone number for customer support calls. Customer support representatives shall be available to answer calls, at a minimum, on normal business days during the hours from 6:30 AM to 11:30 PM, Pacific Time.
 - 4. Assign a client services manager ("Client Services Manager") to serve as the single point of contact for the Institution. The Client Services Manager will answer questions, provide training and otherwise assist the Institution in its understanding of, integration into, and use of the System.
6. RESPONSIBILITIES OF INSTITUTION. Institution agrees to perform the following activities and provide the following resources:
- A. Accept and process each of the Selected Applications maintained on the System as an official application for the purpose for which it is being submitted.
 - B. Establish and maintain one or more links from its website to the System.
 - C. Review Institution's information maintained on the System no less frequently than semi-annually and update such information in order to keep it accurate.
 - D. To support the CCC Federated Identity Initiative (OpenCCC Federation), install and maintain Shibboleth Identity Provider Software and metadata for both its staff and student accounts so that these user groups can access CCC systemwide web applications offered through CCCCO via local authentication at the Institution.

- E. To support the System-wide implementation of a common student identifier (CCCID), download the CCCID with the application for admission data and store the CCCID in their student information system to find and de-duplicate records locally and pass back to CCCC as an optional MIS data element.
7. TERM OF MOU. This MOU shall commence upon the date of final signature ("Effective Date") and shall continue through June 30, 2015, unless terminated earlier in accordance with this MOU.
8. TERMINATION. This MOU may be terminated, without cause, by either party upon ninety (90) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered as required in paragraph 11.F. of this MOU. The provisions of paragraph 10 of this MOU shall survive termination and remain binding on the parties and enforceable against them in accordance with the terms thereof.
9. PAYMENT. No payment shall be made to or no reimbursement will be sought by either party by the other party as a result of this MOU
10. PROPERTY RIGHTS. The information, ideas, concepts, content, know-how, technologies and other intellectual property developed by CCCTC and utilized in connection with the creation of the Selected Applications and all other aspects of the design, development, operation and maintenance of the System including but not limited to the source code, object code (software code), data processing, original artwork, graphic design, trademarks and the specialized tools utilized to develop and maintain the software utilized in connection with the System, shall under all circumstances be and remain the sole property of CCCC. The Institution is not authorized for any reason whatsoever to perform reverse engineering of such software by any means, including disassembly, decomposition, or any other means or mechanism, and the Institution agrees not to engage, directly or indirectly, in any such reverse engineering. Nothing herein shall preclude the Institution from acquiring and using any such information, ideas, concepts, content, know-how, technologies or other intellectual property from publicly available sources or through private arrangements with the owners thereof.

District shall indemnify and defend the Institution from any and all claims of infringement or violation through operation of the System and any other activities conducted by CCCTC pursuant to this MOU of the rights of any holder of copyright, trademark, or patent interests and rights in any products provided or used by CCCTC in the performance of this MOU. District shall have no such obligation to indemnify and defend with respect to any claim unless the Institution (i) promptly notifies District and CCCTC of such claim in writing, (ii) tenders control of the defense of such claim to District and CCCTC, and (iii) provides District and CCCTC with such cooperation and assistance as District and CCCTC may reasonably request. District shall not settle any such claim under terms that impose any obligation upon the Institution without the prior written consent of the Institution, which consent shall not be unreasonably withheld.

The information, data, content and other intellectual property provided by the Institution and utilized in connection with the design, development, operation and maintenance of the System shall under all circumstances be and remain the property of the Institution. Nothing herein shall preclude CCCC or CCCTC from acquiring and using any such information, data, content or other intellectual property from publicly available sources or through private arrangements with the owners thereof.

11. GENERAL PROVISIONS

- A. AMENDMENTS. This MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.
- B. INDEMNIFICATION. Institution shall defend, indemnify and hold District, CCCC, and their 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, loss, expense, attorneys' fees or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of Institution, its officers, employees or agents.

District shall defend, indemnify and hold Institution, 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, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees or agents.

- C. FUNDS UNAVAILABLE. This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided. In the event termination is pursuant to this paragraph, a notice specifying reason for termination shall be sent as soon as possible after the termination as required in paragraph 11.F. of this MOU.
- D. ENTIRETY OF AGREEMENT. This MOU contains the entire agreement and understanding between the District and the Institution and supersedes all prior oral or written representations and agreements with respect to the subject matter herein.
- E. APPLICABLE LAW/REMEDIES. This MOU shall be construed in accordance with and governed by the laws of the State of California, and the venue shall be in Butte County. The parties shall have all remedies available by law or in equity.
- F. NOTICES. Notices under this MOU will be in writing and delivered personally, or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, and shall be made to:

If to District or CCCTC:

Butte-Glenn Community College District
ATTN: Vice President for Administration
3536 Butte Campus Drive
Oroville, CA 95965

If to Institution:

Mt. San Jacinto College
ATTN: Susan Loomis
1499 N State St
San Jacinto CA 92583

With copy to:

California Community Colleges Technology Center
ATTN: Tim Calhoon
3535 Butte Campus Drive
Oroville, CA 95965

- G. RESOLUTION OF DISPUTES. The parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this MOU.
- H. SEVERABILITY. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
- I. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- J. NON-WAIVER. No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.
- K. AUTHORITY. The parties to this MOU warrant that the person signing this MOU on its behalf is authorized to enter into this MOU.

L. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE MOU. DISTRICT'S MAXIMUM OBLIGATION UNDER THIS MOU WILL NOT EXCEED THE AMOUNT SET FORTH IN PARAGRAPH 9.

M. TERMS AND CONDITIONS. The parties to this MOU acknowledge that they have read and understood this MOU completely, and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

DISTRICT

By: _____
(Signature of person authorized to execute MOU.)

Name: Andrew B. Suleski

Title: Vice President for Administration

Date: _____

INSTITUTION

By: _____
(Signature of person authorized to execute MOU.)

Name: Becky Elam

Title: Vice-President of Student Services

Address: 1499 N State St.

San Jacinto CA 92583

Phone No.: (951) 487-3010

Email: belam@msjc.edu

Recommended By:

Signature: _____

Name: Tim Calhoon

Title: Director, CCC Technology Center

Phone No.: (530) 879-4091