

Bay Area Shared Regional ICT Lab (BACCC NETLAB+)

Memorandum of Understanding

This Memorandum of Understanding (MOU) outlines agreements related to the continued use of a “Shared Regional ICT Lab” project (hereafter referred to as BACCC NETLAB+), which provides a regional shared ICT lab facility used by Bay Region community colleges. This project is funded with State of California grant funds awarded by the Bay Area Community College Consortium (BACCC) and in-kind contributions from several Participating Colleges. This MOU sets forth the terms and conditions between Cabrillo College, the physical and fiscal host institution of BACCC, and Participating Colleges, as named in this MOU.

This MOU does not currently require a fee for participating schools to use the BACCC NETLAB+, however this is predicated on the assumption that the region will agree to support on-going operations of BACCC NETLAB+ with Strong Workforce Program 40% Regional Funds beginning 2016-17. Should that support not be forthcoming, fees may be required, based on mutual agreement of the Participating Colleges. This would require an addendum to this MOU.

Background

BACCC NETLAB+ is a hardware and software system that allows students remote access to hands on labs to develop essential skills needed by employers of the Information and Communication Technologies (ICT) workforce. This combined solution enables participating faculty and students to remotely access centrally located ICT lab facilities from any Internet accessible location, 24/7.

The BACCC NETLAB+ system already provides over 450 proven ICT labs that enable participating colleges to offer courses, incumbent worker training and preparation for industry and vendor neutral certifications in ICT related areas ranging from introductory computer classes to cutting edge courses focused on cybersecurity, virtualization, big data, operating system administration, network configuration and design.

Purpose

The purpose of this MOU is to identify the parameters for shared use of the BACCC NETLAB+ system. Signatories to the MOU commit to participating for a minimum of 1 year and a maximum of 5 years with this agreement.

Services that Participating Colleges will receive:

1. Access to the inventory of remote lab activities to support at least one course delivered at their college during each school year.
2. An opportunity to develop custom labs that can be delivered using BACCC NETLAB+ and shared with other Participating College members.
3. Professional development (training on how to use BACCC NETLAB+, practice with self-selected lab activities, exposure to best practices for pedagogy and implementation, etc.)
4. Participating Colleges which have made in-kind equipment loans to the project will have access equal to what they had when they hosted the equipment at their campus.
5. There is currently no limit on a college's utilization of BACCC NETLAB+. If use exceeds capacity, policies will be developed to maintain use within the capacity of the system through the NETLAB+ user group. A best effort will be made to provide colleges with notice of any constraints prior to scheduling of classes in the semester within which these limits would be put in place.

Roles & Responsibilities**Cabrillo College Responsibilities:**

As project physical and fiscal host, Cabrillo College will use grants and other funds raised to support this project to:

1. Provide fiscal and project management for the project
2. Manage and maintain the data center
3. Maintain physical security for the data center via video surveillance and environment monitoring (temperature)
4. Manage dedicated high speed Internet access for the data center
5. Upgrade hardware as needed
6. Manage and maintain the data center to keep it current with software updates
7. Upgrade software and support contracts as needed.
8. Manage the installation and provisioning of the data center equipment and software
9. Hire and manage technical staff and student interns to provide quality technical support
10. Document and communicate technical support procedures
11. Test and perform quality assurance on the Lab

12. As funding permits, provide personnel to engage participating college faculty; facilitate curriculum and program development, alignment, and coordination across the region; assist colleges in maximizing use of BACCC NETLAB+ and generation of FTES; coordinate professional development; assist with project evaluation; seek funding to sustain BACCC NETLAB+; and manage new lab development efforts
13. Administer project funding for faculty professional development and new lab exercise development
14. Make good faith efforts to keep the system up and available at all times and communicate proactively and in advance with participating colleges about any required maintenance windows

Participating College Responsibilities

1. Designate a single-point-of-contact for the college for all matters regarding BACCC NETLAB+
2. Deliver at least one course at their college during each school year utilizing the BACCC NETLAB+
3. Provide college/department Microsoft Dreamspark subscription to fulfill licensing requirements for BACCC NETLAB+ activities that incorporate Microsoft operating systems. Colleges can use CTE Enhancement or Strong Workforce Program funds to purchase this subscription
4. Ensure faculty participate in professional development to learn to use the Lab
5. Make adjustments to course lab times as needed to accommodate the flexible lab times offered by the BACCC NETLAB+ 24x7 availability
6. Participate in the community of practice that will collaborate to make this work well for all by actively participating in conference calls, meetings and other activities convened by the Project Team and to continue development of a sustainability model with the intent that it can be supported, in subsequent years, through regional grant applications, college contributions made possible in part by colleges' cost savings, or other strategies developed by the group
7. Provide at least 30 days' notice to Cabrillo College if the participating college intends to withdraw
8. Colleges that have made in-kind equipment loans to the project, agree to allow all colleges associated with the project, to share the use of the equipment

ICT Deputy Sector Navigator Responsibilities

1. Assist in the effort to identify and secure ongoing funding to sustain operation of BACCC NETLAB+
2. Assist the Project Team in engaging colleges and faculty to actively participate in the project and make use of BACCC NETLAB+
3. Assist with consolidation of existing email lists, and update and maintain those lists to ensure effective communication with the region
4. Support organizing face to face meetings, including providing support for meeting logistics

BACCC Responsibilities

1. Work with the Project Team to leverage BACCC convenings and listserves to communicate project status to the region
2. Post past meeting notes / recordings at www.baccc.net such that the region can access them easily

Disclaimer

Participating Colleges, by signing this MOU acknowledge and accept that BACCC NETLAB+ 100% uptime cannot be guaranteed.

Participating Colleges In-Kind Equipment

Unless otherwise agreed to outside of this MOU, it is understood and agreed that Participating Colleges retain legal ownership of any equipment loaned to the project during the pilot period. Should a Participating College decide to withdraw from the project, it is their right to take back any loaned equipment.

Duration

This MOU shall become effective upon signature by the authorized officials from the signing partners and will remain in effect through June 2021. A participating college may withdraw at any time by providing thirty days written notice to the Cabrillo College Authorizing Administrator and Project Director.

Mutual Indemnification

Cabrillo College Indemnification of Participating College

Cabrillo College shall indemnify, defend, and hold harmless Participating College, its officers, agents, and employees from and against any claim, liability, loss, injury, or damage imposed on Participating College in connection with Participating College's performance of this Agreement arising out of the negligent or willful misconduct of Cabrillo College or its trustees, officers, directors, employees or agents, except for liability resulting from the negligent or willful misconduct of Participating College, its officers, agents, or employees. If obligated to indemnify, defend, or hold harmless Participating College under this Agreement, Cabrillo College shall reimburse Participating College for all costs, attorney's fees, expenses, and liabilities associated with any resulting legal action. Cabrillo College shall seek Participating College approval of any settlement that could adversely affect Participating College, its officers, agents, or employees.

Participating College Indemnification of Cabrillo College

Participating College shall indemnify, defend, and hold harmless Cabrillo College, its trustees, officers, agents, and employees from and against any claim, liability, loss, injury, or damage imposed on Cabrillo College in connection with Participating College's performance of this Agreement arising out of the negligent or willful misconduct of Participating College or its trustees, officers, directors, employees or agents, except for liability resulting from the negligent or willful misconduct of Cabrillo College, their trustees, officers, agents, or employees. If obligated to indemnify, defend, or hold harmless Cabrillo College under this Agreement, Participating College shall reimburse Cabrillo College for all costs, attorney's fees, expenses, and liabilities associated with any resulting legal action. Participating College shall seek Cabrillo College approval of any settlement that could adversely affect Cabrillo College, their trustees, officers, agents, or employees.

Signature

This MOU is signed and executed by an authorized representative of each Institution / Participating College. Each Participating College is also designating and providing contact information for its primary contact(s) to actively participate in the BACCC NETLAB+ community of practice.

	Authorizing Administrator	Project Director
Printed Name	Michael Robins	Gerlinde Brady
Signature		
Title	Director of Purchasing, Contracts, Risk Management and Auxiliary	Project Director, BACCC NETLAB+
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Date		

Institution/Participating College Name Chabot College

	Authorizing Administrator	Project Director
Printed Name	Lorenzo Legaspi	Kristin Lima, EdD.
Signature		<i>[Handwritten Signature]</i>
Title	Vice Chancellor, Business Serv	Dean, Applied Tech/Business
Email	llegaspi@clpccd.org	klima@chabotcollege.edu
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Date		9/15/14