

## Memorandum of Understanding

### **Between the Imperial County Office of Education and the Meadows Union School District Regarding Technical Support Services**

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and the Meadows Union School District (Agency) for the ICOE to provide various Technical Support Services to Agency. The ICOE's Technology Services Division will be the point of contact for ICOE obligations under this MOU.

The terms of this Agreement are as follows:

1. **Purpose.** The purpose of this MOU is to increase Agency's technology capacity through ICOE's provision of various technical support services—on-site and remotely—on an agreed-upon schedule.
2. **Effective Date and Term.**
  - a. The Effective Date of the Agreement shall be the date the last party signs the Agreement. The Term of the Agreement shall be from July 1, 2018 through June 30, 2019.
  - b. This Agreement does not automatically renew or rollover to subsequent years. No later than 90 days prior to the end of this Agreement, the Parties shall commence negotiations to extend and/or modify this Agreement for subsequent years.
3. **Definitions.**
  - a. "Parties" refers to both ICOE and the Agency collectively.
  - b. "Party" refers to either ICOE or the Agency.
  - c. "Fiscal year" refers to the operational calendar for each Party. For ICOE, the fiscal year begins on July 1 and ends on June 30 of the subsequent year. For the Agency, the fiscal year begins on July 1 and ends on June 30 of the subsequent year.
  - d. "Regular Business Hours" means the time that each Party is officially open for business. For ICOE, Regular Business Hours are 8:00 a.m.-5:00 p.m., Monday-Friday, excluding designated holidays. For the Agency, Regular Business Hours are 8:00 a.m. – 5:00 p.m. Monday–Friday, excluding designated holidays. ICOE designated holidays are set forth in Exhibit 1; Agency designated holidays are set forth in Exhibit 2. Time outside of Regular Business Hours would be "after-hours." The specific hours for Regular Business Hours are subject to change. In that event, each Party bears the obligation of promptly notifying the other Party's representative in writing.
  - e. "Device(s)" refers to the end-user electronic equipment that will be using the network system to include but not limited to: desktop, laptop and notebook computers, tablets, smart phones, game consoles and multimedia devices.
  - f. "Local Area Network" or "LAN" refers to a computer network and the components necessary to provide services at a specific site within the Agency to include switching and routing equipment, physical cable plant (copper and fiber) and wireless network equipment.

- g. “Audio/Visual” or “A/V” equipment refers to electronic devices that are used to display information in a large format suitable for classrooms or conference rooms.
- h. “Peripherals” refers to other electronic components that enhance the capability of a computer and provides an input or output interface. Examples of peripherals are: printers, scanners, document camera or a tracking device.

#### 4. **ICOE Obligations.**

**Technical Support Activities (Ongoing):** ICOE will provide entry-level technical support activities for the Agency in the following areas, limited by the amount of time contracted for herein by Agency and established technician schedules:

a. **Administrative Activities:**

- i. Develop a yearly work schedule for the assigned technician that best accommodates both Parties.
- ii. Coordinate communication with the Agency in relation to services in this Agreement to include:
  - 1. Assignment of work duties and special projects.
  - 2. Prioritization of work assignments.
  - 3. Changes in the work schedule.
- iii. Document and inventory existing Agency computer resources such as desktop and laptop computers, A/V equipment, peripherals and other electronic devices.
- iv. Document Agency work requests through the ICOE ticket management system to include:
  - 1. Creating a work order for each request from end-users.
  - 2. Document work progress and problem resolution.
- v. Provide a summary report of activities to the Agency’s administration as requested.
- vi. When possible, technicians will provide knowledge transfer to Agency staff in order to build technical skill and knowledge capacity at the local level.

b. **Computers and Mobile Device Support:** Provide entry-level support for Apple and Windows computers, laptops, mobile devices, printers, and peripherals. Assist the Agency in the lifecycle of the computer equipment (desktop, laptops, notebooks, tablets and instructional devices) to include:

- 1. Recommendations on equipment models to purchase.
- 2. Initial setup and installation of hardware and software.
- 3. Support and maintenance through its useful life to include troubleshooting, repair and upgrades.
- 4. Relocation of equipment within the Agency’s site(s).
- 5. Prepare for proper disposal of the system to include erasing Agency’s information from local storage.
- ii. When possible based on the other priorities of the Agreement, assist Agency end-users with their technology needs and provide technical support to include troubleshooting and repairing technology related problems.

c. Software Support:

- i. Install new software, updates, patches and fixes.
- ii. Evaluate software compatibility and verify software licenses on new installations.
- iii. Conduct virus/spyware/malware removal on Agency owned or leased computer equipment.
- iv. Both parties acknowledge that ICOE technicians performing services on this Agreement do not have working knowledge of all possible software platforms and applications that Agency may be using. As such, ICOE may not be able to assist Agency with all software support issues. ICOE technicians do have expertise in Apple and Microsoft products, as well as other platforms and applications.

d. Audio/Video Equipment & Instructional Equipment Support:

- i. Provide basic setup and troubleshooting of classroom and office A/V equipment.
- ii. Both parties acknowledge that ICOE technicians performing services on this Agreement do not have working knowledge of all possible A/V and Instructional applications and equipment that Agency may be using. As such, ICOE may not be able to assist Agency with all A/V and Instructional equipment issues. ICOE technicians do have expertise in Extron, and SMART products, as well as other platforms and applications.

e. Server Support:

- i. The services in this Agreement are intended to support basic functionality of Microsoft Windows Server products. Basic server support is limited to day-to-day activities such as:
  1. Add, delete or modify end-user system accounts.
  2. Add, delete or modify security permissions for server resources.
  3. Install system patches and software updates.
  4. Verify completion of data backup procedures.
- ii. Advanced Server support is considered *outside* the scope of this Agreement and includes, but is not limited to:
  1. Server installation and setup.
  2. Migration of services and data to a replacement server.
  3. Configuration of network services such Domain Name Service, Dynamic Hosting Configuration Protocol, Directory services, Electronic communications servers or clustering services.
  4. Restoration of services and data from hardware or software failures.

f. Network and Internet Support:

- i. Perform basic troubleshooting of network connectivity to include:

1. Verification of network status light activity indicators.
  2. Identify problems with the network patch cords.
  3. Verification of speed and duplex settings.
  4. Verification of proper network configuration parameters of the end-point such as network address, subnet mask, domain name servers and gateway address.
- ii. Configure devices to attach to an existing wired or wireless network and provide assistance in troubleshooting, maintenance repairs and network upgrades.
- g. Voice Communication Support:
- i. The services in this Agreement may include support for basic functionality of voice communication (phone) systems. Basic phone system support is limited to day-to-day activities such as:
    1. Relocation of handsets and fax machines.
    2. Modification of name displays.
    3. Modification of soft key functionality.
    4. Password resets for voicemail boxes.
  - ii. Advanced phone support is considered *outside* the scope of this Agreement and includes, but is not limited to:
    1. Troubleshooting system problems.
    2. Modifications of the system configuration to include dial plans, route patterns, call trees and any deviation from the original configuration set from by the system installers.
    3. Upgrades or expansions to the system.
    4. Restoration of services from hardware or software failures.
- h. Technical Consulting Support:
- i. Assess agency needs, analyze possible equipment layouts for different learning environments, recommend solutions to include hardware, software, basic networking, and implement basic physical and security best practices.
  - ii. Provide recommendations on purchases of technology software and hardware to the Agency.
5. Agency's Obligations.
- a. Local Assistance: The Agency shall provide a local point of contact to assist ICOE with the ICOE's delivery of services. Examples of activities expected from the point of contact are:
    - i. Coordinate and schedule resources at the Agency for support and installation activities.
    - ii. Participate in meetings with ICOE staff related to the coordination of services in this Agreement.

- iii. Coordinate and facilitate communication with end-users (e.g. teachers) as it relates with support activities.
- b. Document Requests: The Agency shall make work requests in writing using electronic e-mail or the help desk ticket management system. Verbal requests shall be documented by the assigned technician.
- c. Access: Provide ICOE with the following access:
  - i. *Physical access*: Access to the Agency facilities where the computer equipment is located.
  - ii. *Electronic access*: Access to computer equipment to include passwords and encryption keys that will be necessary to perform the duties set for in the Agreement.
  - iii. *Remote access*: When possible, the Agency shall allow ICOE remote access to the equipment via the network to enhance service response times.
- d. Work Area: Provide ICOE technician with a suitable on-site work area to perform the tasks and obligations outlines in this agreement.
- e. Monetary Obligations: In exchange for services provided by ICOE under this Agreement, the Agency will compensate ICOE as follows:
  - i. Total Cost to Agency: Based on the number of days of service selected below by the Agency, the Agency will pay ICOE: \$45,828.00.
  - ii. Days of Services: The Agency is contracting with ICOE for 2 days of service.
  - iii. Cost Model: The monthly cost to ICOE to provide Technical Support Services to the Agency for one day per week of service for the Term of the Agreement is \$1,909.51. These costs include:
    - 1. Salary and benefits of the assigned technician.
    - 2. Tools and equipment necessary to perform the activities of this Agreement.
    - 3. Transportation and other support costs associated with the delivery of services.
  - iv. Proration of Costs: If the commencement of this Agreement is after the start of the fiscal year, ICOE will prorate the annual cost based on the number of months that services will be performed.
  - v. Billing: ICOE shall collect payment from the Agency on a quarterly basis for the above services for the Term of the Agreement. Payment will be collected by ICOE through and inter-district fund transfer. If the Agency does not have the capability of a direct transfer of funds, ICOE will invoice the Agency on a monthly basis for the above services. Within 30 days of receiving the ICOE's invoice, the Agency shall pay the invoiced amount to ICOE.

6. **Scheduling and Time Allocation for Services.** ICOE will provide services to the Agency in this Agreement as follows:
  - a. Services will be performed on a specific day(s) every week to be negotiated by the Parties.
  - b. In the event the assigned technician is absent from work (e.g. vacation, sick leave or other excused absence) on the day assigned to the Agency, services will not be provided during this time. If an emergency situation should arise during this time, ICOE will make a best effort to provide assistance to the Agency in order to cover such incident.
  - c. Changes to the work schedule are permissible upon advanced written agreement by both Parties.
  - d. Both Parties will make a concerted effort to align work schedules to maximize the service time available to the Agency.
  - e. To the extent possible, ICOE Services under this Agreement shall be performed during ICOE Regular Business Hours. When the Parties agree that services need to be performed during non-business hours, such services shall be billed to the Agency separately at an overtime rate of \$75.00 per hour.
  - f. Certain tasks and duties may be performed remotely by ICOE without the technician being present at the Agency site. Work performed remotely by ICOE will be logged and accounted for as part of the weekly allocated hours to the Agency.
  - g. In order to maintain continuity and high quality level of support, ICOE will make a concerted effort to keep the same technician assign to the Agency through the Term of the Agreement although this may not always be possible due to staffing changes and skill level needs.
  
7. **Termination.**
  - a. In the event that the Agency fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon ten days written notice and all other rights and remedies available to it at law and equity.
  - b. In the event that ICOE fails to perform on a material term of this Agreement, then the Agency shall have the right to terminate the Agreement upon ten days written notice and all other rights and remedies available to it at law and equity.
  
8. **Additional Services.** In the event that the Agency requires services from ICOE in addition to those set forth in this Agreement, the Agency shall compensate ICOE for costs incurred by those additional services. If the Agency believes that additional services are necessary or desirable, and they are agreeable by both Parties, ICOE shall submit a written description of the additional services to the Agency, along with the reasons the additional services are required or reasonable, and the specific cost of the additional services. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.
  
9. **Indemnification.**
  - a. The Agency agrees to indemnify, defend, and hold harmless ICOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on ICOE arising out of the Agency's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of ICOE, its officers, agents and

employees. If obligated to indemnify, defend, or hold harmless ICOE under this Agreement, the Agency shall reimburse ICOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The Agency shall seek ICOE approval of any settlement that could adversely affect the ICOE, its officers, agents or employees.

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

#### **10. Insurance.**

- a. Each party shall obtain, pay for and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.
- b. Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.
- c. The Parties acknowledge that ICOE is permissibly self-insured under California law.
- d. Upon request, each Party shall provide proof of said insurance to the other Party.

**11. Arbitration.** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

- a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
- c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the

- prevailing Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.
12. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
  13. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and the Agency and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
  14. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
  15. **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
  16. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
  17. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
  18. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
  19. **Amendment.** This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
  20. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.



21. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
22. **Authority.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
23. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
24. **Public Safety.** ICOE certifies that, in the employment of ICOE employees providing services under this Agreement, it has complied with the employment and fingerprinting requirements set out in Education Code section 45125 *et seq.*
25. **Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties. Parties shall promptly update each other when representatives and contact information change.

The Parties' representatives shall be:

ICOE:

Luis Wong  
Chief Technology Officer  
1398 Sperber Road  
El Centro, CA 92243  
Phone: (760) 312-6512  
Email: lwong@icoe.org

Agency Name:

Mario Garcia  
Superintendent  
2059 Bowker Road  
El Centro, CA 92243  
Phone: 760 352-7512  
Email: mario.garcia@meadowsunion.org

Communications regarding the administration of this Agreement shall be made to the Parties' representatives. Communications regarding technical matters underlying the Agreement can be made to either the Parties' representatives or the following persons:

ICOE:

Felipe Reyes  
Director of Networks Services  
1398 Sperber Road  
El Centro, CA 92243  
Phone: (760) 312-6512  
Email: freyes@icoe.org

Agency Name:

Mario Garcia  
Superintendent  
2059 Bowker Road  
El Centro, CA 92243  
Phone: 760 352-7512  
Email: mario.garcia@meadowsunion.org

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.**

**For the Imperial County Office of Education**

**For the Meadows Union School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

J. Todd Finnell, Ed. D.  
County Superintendent of Schools

Mario Garcia  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits**

Exhibit 1—ICOE Designated Holidays

Exhibit 2—Agency Designated Holidays

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**Exhibit 1 - ICOE Designate Holidays**

The following dates provided are the holidays observed by ICOE for the 2018-2019 fiscal year. These dates are tentative and if there are any changes, ICOE will send a written notification to the Agency.

<b>Holiday</b>	<b>Date</b>
Independence Day	July 4, 2018
Labor Day	September 3, 2018
Veteran's Day	November 12, 2018
Thanksgiving Break	November 22, 2018 and November 23, 2018
Winter Break	December 24, 2018 through January 1, 2019
Martin Luther King's Birthday	January 21, 2019
Lincoln's Birthday	February 11, 2019
Presidents Day	February 18, 2019
Spring Break	March 29, 2019 & April 1, 2019
Memorial Day	May 27, 2019

**Exhibit 2 - Agency Designate Holidays**

The following dates provided are the holidays observed by the Agency for the 2018-2019 fiscal year. These dates are tentative and if there are any changes, Agency will send a written notification to the ICOE.

<b>Holiday</b>	<b>Date</b>
Independence Day	
Labor Day	
Veteran's Day	
Thanksgiving Break	
Winter Break	
Martin Luther King's Birthday	
Lincoln's Birthday	
Presidents Day	
Spring Break	
Memorial Day	
Other	