

Report Streamlining Pilot Program Agreement

This Agreement is made between the Chabot-Los Positas Community College District (“Fiscal Agent”), acting on behalf of the California Community Colleges Chancellor’s Office, and Las Positas College (“Pilot College”), located at 3000 Campus Hill Drive, Livermore, CA 94551

Background

The purpose of the grant funds that will fund this program agreement is to pilot a report streamlining program. The grant agreement specification number that will fund this agreement is C20-0031. The Pilot College has been provided a copy of the grant agreement, and has read its terms.

The Pilot College has been selected to test a prototype comprehensive plan and related reporting tool. The Pilot College will evaluate the overall effectiveness of the plan and tool and provide direct feedback to the Chancellor’s Office on the proposed reporting structures.

The parties agree as follows:

Scope of Work

The Pilot College will test a prototype comprehensive plan and related reporting tool that will enable the more effective use of data, in communion with budgeting and planning, to improve program decisions and student outcomes. The goal for this project is to encourage holistic and comprehensive leveraging of college programs and funds to achieve the Pilot College’s local *Vision* goals.

A total of \$200,000 will be available to the Pilot College contingent on their meeting key milestones during each phase of the project. Outlined below is the milestone payment schedule based on related activities and the deliverables the Pilot College must produce. The Pilot College will need to submit required deliverables to receive the funding tied to each milestone. These deliverables will be submitted to a project team composed of members from the Foundation for California Community Colleges and the California Community Colleges Chancellor’s Office.

		Timeline
Fall 2020 – Establish an open, integrated and comprehensive reporting structure appropriate to the college context; begin process		October 2020 – December 2020
Milestones	Required Activities/Products	% of Payment
Assign/train project lead*	<input type="checkbox"/> Project lead attendance at Chancellor’s Office training on October 15, 2020	50%
Identify affected programs, constituent groups, and campus committees to be included in planning and reporting	<input type="checkbox"/> Copy of project plan, including: timeline to complete data	

<p>process</p> <p>Create timeline for project work and begin process</p> <p>Work with Foundation project team as they collect feedback on the report and barriers/successes of the college process</p>	<p>collection/review, list of groups and committees to be included</p> <ul style="list-style-type: none"> <input type="checkbox"/> Submit completed bi-monthly reporting form (to be provided) summarizing all initial meetings/steps taken in Fall 2020 <input type="checkbox"/> Participation of project lead in (1) one check-in with project team and (2) project community on Vision Resource Center 	
<p>* While the project lead may hold any position in the college administrative structure, they should have the following authority and skills to oversee a collaborative and open process by:</p> <ul style="list-style-type: none"> • Understanding the structure and culture of the college as it relates to planning and reporting • Working across siloes to ensure all programs included in the comprehensive plan have a voice in the process • Convening the appropriate individuals, groups, programs and committees for discussion and action • Facilitating productive conversations about integrated priorities and goals • Elevating critical decisions and questions to the appropriate groups and/or leadership positions 		
<p>Spring 2021 – Complete process and submit final report via online reporting tool</p>		<p>January 2021 – June 2021</p>
<p>Milestones</p>	<p>Required Products</p>	<p>% of Payment</p>
<p>Continue planning/reporting process</p> <p>Work with Foundation project team as they collect feedback on the report and barriers/successes of the college process</p> <p>Provide feedback on online reporting tool</p> <p>Submit completed comprehensive report via the reporting tool by May 15, 2021</p> <p>Support/participate in Chancellor’s Office conference presentations and other meetings relating to the report streamlining effort, as requested</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Submit completed bi-monthly reporting forms (3) (to be provided) summarizing all initial meetings/steps taken in Spring 2021 <input type="checkbox"/> Participation of project lead in (1) at least two check-ins with project team and (2) project community on Vision Resource Center <input type="checkbox"/> Complete one hour of user testing via UserTrack <input type="checkbox"/> Submission of completed report via online tool <input type="checkbox"/> Participation in 1-hour debrief with project team after report submission 	<p>50%</p>

The Pilot College will be invited to participate in conferences and workshops that report on the progress and results of this pilot project. Data and information provided through the bi-monthly reporting forms, debrief sessions, the online reporting tool and check-ins, might be used in presentations and formal reports to the California Community Colleges Board of Governors, Legislature, conferences, etc.

Term

This Agreement will terminate upon delivery and acceptance of the goods specified in the Scope of Work.

Payment

The Pilot College will receive \$100,000 (50%) of the total amount upon successful completion and submission of the first phase of required actions and deliverables. The Pilot College will receive the final amount, \$100,000 (50%), when the second phase of required actions and deliverables is completed.

It is agreed that Fiscal Agent will not withhold any Federal or State income tax from payment made pursuant to this Agreement.

Limits on Attendance and Participation Fees

Fees charged for attendance or participation in any Pilot College activities required by this Agreement must be reasonably calculated to off-set the estimated costs associated with per-person attendance or participation in the activity to avoid revenue generation. In the event incidental revenue is generated by an activity, the revenue shall be returned to the Fiscal Agent for administration on behalf of the Chancellor's Office.

No Assignment

This Agreement is not assignable by Pilot College, either in whole or in part, without the written consent of the Chancellor's Office and the Fiscal Agent. Any subcontractors retained by Pilot College to perform work under this Agreement must be approved by the Fiscal Agent and the Chancellor's Office in writing, and must agree to abide by the non-discrimination provisions of this Agreement, and any other conditions imposed by the Fiscal Agent and the Chancellor's Office in connection with approval of a subcontractor's participation.

Amendment

This Agreement may be amended in writing, signed by both parties.

No Waiver of Rights

Any action or inaction by the Fiscal Agent or the Chancellor's Office, or the failure of the Fiscal Agent or Chancellor's Office on any occasion, to enforce any right or provision of the Agreement, shall not be construed to be a waiver by the Fiscal Agent or the Chancellor's Office of their rights and shall not prevent the Fiscal Agent or the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Fiscal Agent and the Chancellor's Office described in this Agreement are cumulative and are in addition to any other rights or remedies that the district or the State may have at law or in equity.

Governing Law

This Agreement is made and entered into in the County of Sacramento, State of California. The rights and obligations of the parties and the interpretation and performance of this Agreement

shall be governed by the laws of the State of California, excluding any statute which directs application of the laws of another jurisdiction.

Hold Harmless

Pilot College shall indemnify, defend, and hold harmless the Chancellor’s Office, the Fiscal Agent, and their respective directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Pilot College’s performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Pilot College.

The Fiscal Agent shall indemnify, defend and hold harmless the Chancellor’s Office, and their respective directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of the Fiscal Agent’s performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Fiscal Agent.

Termination

This Agreement may be terminated by either party upon 30 days’ notice with or without cause. In the event this Agreement is terminated prior to the expiry of its anticipated term, the parties shall take reasonable steps to mitigate any adverse consequences to the other party.

Notices

Any notice given to any party under this Agreement shall be in writing, delivered by email to the contacts indicated below, and shall be effective upon receipt.

Contacts

The parties shall use the following contacts for purposes described in this Agreement:

Pilot College: [name, title, contact information]	Fiscal Agent: [name, title, contact information]	Chancellor’s Office: [name, title, contact information]
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The parties shall promptly notify these contacts of any changes in this contact information.

Pilot College Records

Pilot College agrees to maintain and make available to the Fiscal Agent and the Chancellor’s Office accurate books and records related to all its activities under this Agreement. Pilot College shall permit Fiscal Agent and the Chancellor’s Office to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. Pilot College shall maintain such data and records in an accessible location and condition for a period of not

less than two years from the date of final payment under this Agreement.

Nondiscrimination

Neither Pilot College, nor any director, officer, agent, employee, or subcontractor of Pilot College may discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement.

To the extent relevant to the Scope of Work, Pilot College, and any director, officer, agent, employee, or subcontractor of Pilot College shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Chancellor's Office to implement such article.

Accessibility for Persons with Disabilities

All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Pilot College, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)

Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.

Pilot College shall indemnify, defend, and hold harmless the Fiscal Agent and the Chancellor's Office, and their respective officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

Compliance with Law

In the course of performing this Agreement, Pilot College shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

Gratuities

Pilot College warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Pilot College, or any agent or representative of Pilot College, to any officer

or employee of the Fiscal Agency or the Chancellor's Office with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the Chancellor's Office shall have the right to compel the termination of this Agreement, either in whole or in part, and any loss or damage sustained by the Fiscal Agency in procuring on the open market any items or services that Pilot College agreed to supply shall be borne and paid for by Pilot College. The rights and remedies of the Fiscal Agent provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

Conflicts of Interest

Pilot College will comply with all applicable state conflict of interest laws.

Standards of Conduct

The Agreement will be administered in an impartial manner. Pilot College, and its directors, officers, agents, employees, and volunteers will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest. No person related by blood, adoption, or marriage, or having a personal relationship with a director, officer, agent, employee, or volunteer of Pilot College will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement. Pilot College, and its directors, officers, agents, employees, and volunteers will exercise due diligence to avoid situations that may give rise to a clam of favorable treatment on behalf of friends and associates.

Pilot College shall not enter into any subcontract of the types described below and any such agreement that may be executed is null and void and of no force or effect.

- a. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Pilot College if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100; Cal. Code Regs., tit. 5, § 50500.
- b. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an IJE) cannot enter into a subcontract with Pilot College, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
- c. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an IJE) may not enter into a subcontract with Pilot College if the Chancellor's Office employee or person on an IJE was engaged in

the negotiations, transactions, planning, arrangement or any part of the decision-making process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; 87100.)

Unenforceable Provisions

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement remain in full force and effect.

Intellectual Property

Exclusive Property of Chancellor's Office and Assignment

Pilot College agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Agreement.

Subcontracts

If Pilot College enters into a subcontract for work first developed under this Agreement, the subcontract must incorporate the intellectual property provisions in this Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract is executed. The subcontract must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

All materials first prepared by Pilot College or its subcontractors, if any, under this Agreement or any subcontract, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Pilot College or its subcontractors, if any, as the author of works produced under this Agreement or any subcontract, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Pilot College or its subcontractors, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Pilot College or its subcontractors, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word

"Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Pilot College or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Pilot College that the copyright be registered with the U.S. Copyright Office, Pilot College will be responsible for applying for, paying the filing fees for, and securing said copyright.



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Pilot College that a trademark or servicemark be registered with state or federal agencies, Pilot College will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Pilot College. Pilot College agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Pilot College may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Pilot College will make available the personnel assigned to this Agreement for the purpose of testifying. The Chancellor's Office will reimburse Pilot College for compensation and travel of said personnel at agreed-upon rates for such testimony as may be requested by the Chancellor's Office.

Independent Status of Pilot College

Pilot College, and the directors, officers, agents, employees, and volunteers of Pilot College, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Fiscal Agent, the Chancellor's Office, or the State of California.

Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this section, “Force Majeure” is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

Licenses and Permits

Pilot College shall at all times be authorized to do business in California and shall obtain at Pilot College’s own expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they belong.

Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all parties had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code, § 11633.1 et seq.).

Review and Representation

Both parties acknowledge that they have had an opportunity to review the terms of this Agreement and to consult with legal counsel. The Agreement shall not be construed against the drafting party.

