

EXECUTIVE SUMMARY

CCC Technology Center

College: IPA20-028 : Compton Community College District

Grants: Data Services Program (DSP)
Shared Infrastructure Program (SIP)
Core Applications Program (CAP)

Period of Performance: From Date of Final Signature for Five Years

Cost: No cost

Synopsis:

The purpose of this Institution Participation Agreement (IPA) is to define roles, responsibilities, risk assumptions, and expectations between individual California Community Colleges or Districts and the CCC Technology Center (CCCTC). This agreement relates to the implementation and use of selected online software tools owned or provided by the CCCCCO and managed by CCCTC, for the benefit of the participating partner institution and its community college students.

Rick Snodgrass
X4169



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

CALIFORNIA COMMUNITY COLLEGES TECHNOLOGY CENTER

INSTITUTION PARTICIPATION AGREEMENT

This Institution Participation Agreement No. IPA20-028 ("Agreement") 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 agent on behalf of the California Community Colleges Chancellor's Office ("CCCCO"), and Compton Community College District ("Institution").

1. **PURPOSE.** The purpose of this Agreement is to define the roles and responsibilities of the parties hereto as it relates to systems owned or provided by CCCCCO and managed by CCCTC for the benefit of the California Community Colleges that are selected by Institution in the Systems Selected By Institution section of this Agreement ("Systems").
2. **COMMON OBJECTIVE.** The parties to this Agreement have the common overall objective(s) of the Institution participating in and using the Systems for the Institution's and community college students' benefit.
3. **JOINT RESPONSIBILITIES.** Jointly, the parties shall:
 - A. Treat the data entered into the Systems by members of the public, students, and staff who access the Systems ("System Users") in accordance with (i) each System Users' expressed directions, and (ii) all applicable laws governing the privacy and security of such information. System Users providing data within the Systems will not be presented any offers to utilize other services unless these offers have been explicitly approved by the CCCCCO. Should the CCCCCO desire to make data entered into the Systems transferable directly from the Systems 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, as allowed by applicable state and federal laws. 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 Systems provided they employ authentication associated with the account employed when the data was entered.
 - B. Perform all obligations under this Agreement in compliance with all applicable laws and regulations in the performance of their obligations under this Agreement including, but not limited to the observance of all laws and regulations relating to the privacy and security of information provided by System Users.
4. **RESPONSIBILITIES OF CCCTC.** CCCTC agrees to perform the following activities and provide the following resources:
 - A. Implement, or assist with implementation, to ensure successful deployment of Systems at the Institution.
 - B. Operate and maintain the Systems for the Institution.
 - C. Maintain and update the Systems, in accordance with the professional standards of the software and application service provider industries.
 - D. Ensure that all keys and access information provided by the Institution will be stored, handled, moved, and retained using secure, private mechanisms in keeping with industry standards and best practices.
 - E. Provide System Users support:
 - 1) Frequently Asked Questions maintained on the Systems available to all System Users.
 - 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 telephone number for customer support calls. Customer support representatives shall normally be available to answer calls, at a minimum, on normal business days during the hours from 7:00 AM to 12:00 AM, Pacific Time. Occasional variations in customer support hours may occur due to unforeseen events.
- 4) Assign a college relationship manager ("CRM") to serve as the single point of contact for the Institution. The CRM will answer questions, coordinate training, and otherwise assist the Institution in its understanding of, integration into, and use of the System(s).

5. **RESPONSIBILITIES OF INSTITUTION.** Institution agrees to perform the following activities and provide the following resources to implement and maintain the installed Systems:

- A. Provide necessary resources and assistance to ensure timely and successful implementation.
- B. Establish and maintain one or more links from institutional website(s) to the Systems as appropriate.
- C. Review Institution's information maintained on the Systems no less frequently than semi-annually and update such information in order to keep it accurate.
- D. Institution shall join InCommon Federation, paid for by CCCTC, for services to facilitate single sign-on from local campus accounts and to provide security certificates and multifactor authentication.
- E. Institution shall operate and maintain a compliant Security Assertion Markup Language (SAML) based Single Sign-On Solution for both students and staff accounts which connect to the SSO Gateway.
- F. Institution shall pass the California Community Colleges Identifier (CCCID) as an attribute of its SAML-based authentication and other attributes as required by CCCTC. CCID is a unique student-identifier generated when an individual (student) creates an OpenCCC account enabling secure, single sign-on access to admissions and other systemwide web-based services.
- G. Institution shall provide such keys and access information to the source systems, such as the learning management system or enterprise resource planning system, that are required to support the shared applications and services.

6. **SYSTEMS SELECTED BY INSTITUTION.** By checking any of the boxes below, Institution agrees to participate in and use the selected Systems. Additional systems, either included in the list below or made available in the future, may be selected by the Institution through an Implementation Work Order executed by District and Institution. All additional systems selected are subject to the terms of this Agreement and any additional terms specified in the Implementation Work Order.

Systems include, but are not limited to:	Systems Descriptions	Systems Selected By Institution (Indicated by "X")
C-ID	Course Identification System	
Career Coach	Career Exploration Tool (provided via contract with EMSI)	X
CCCApply	Online Standard Application for California Community Colleges	X
CCCApply - California College Promise Grant Application	Online Application for California College Promise Grant (Formerly Online BOG Fee Waiver)	

CCCApply - International Application	Online Application for International Students	
CCCApply - Non Credit Application	Online Application for Non Credit Students	
COCI	Chancellor’s Office Curriculum Inventory System	
CCC Data	Data Lake and Data Warehouse	
CCC Report Center	Business Intelligence Platform (provided via contract with Tibco)	X
MMPS	Multiple Measures Placement Service, built to align with AB-705	X
CCC MyPath	Guided Pathways-based student onboarding Platform	X
SSO Gateway	Single Sign On Gateway for Systemwide Software. Previously known as “CCC Proxy”	X
Super Glue	Integration Platform for Systemwide Applications	X

7. TERM OF AGREEMENT. This Agreement shall commence upon the date of final signature (“Effective Date”) and shall continue for a period of five (5) years unless terminated earlier in accordance with this Agreement.
8. TERMINATION. This Agreement 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 the Notices section of this Agreement. The Property Rights and Indemnification terms of this Agreement 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 Agreement, except as specified herein or in an amendment to this Agreement. Continuation of this Agreement may be subject to sufficient appropriated funds being received by District from CCCCO to administer and support maintenance and operations of the Systems. In the event sufficient funds are not available or are discontinued at any time, Institution may be liable for a portion of or possibly the full cost of maintenance and operations of the Systems, upon advance written notice from District.
10. DATA SHARING. The Parties to this agreement shall ensure the confidentiality of System Users’ data through the following methods:
 - A. The Parties shall strictly comply with all state and federal laws that apply to the use and release of the data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § 2 v.17.18 Standard DSA Part 99.
 - B. The Parties shall comply with the redisclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
 - C. The Parties shall restrict access to the data only to (i) the person(s) who provide direct services to students; or (ii) the person(s) authorized by the Parties’ organizations who have been tasked with analyzing the data or otherwise assisting with implementation of the Systems; and make those persons aware of, and agree to abide by the terms set forth in this Agreement.
 - D. The Parties shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is allowed by FERPA, corresponding provisions of the California Education Code, or required by law or court order.
 - E. The Parties shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in the Agreement shall be construed to authorize Parties to have access to additional data from CCCTC that is not included in the scope of the Agreement (or addenda). Parties understand that the Agreement does not convey ownership of the data to others, except whereas the data is already owned and managed by the Parties outside the purview of this agreement.

- F. The Parties shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
- 1) Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - 2) Encrypting all data carried on mobile computers/devices;
 - 3) Encrypting data before it is transmitted electronically;
 - 4) Requiring that users be uniquely identified and authenticated before accessing data;
 - 5) Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
 - 6) Ensuring that all staff accessing sensitive data are aware of applicable state and federal regulations concerning non-disclosure.
 - 7) Securing access to any physical areas/electronic devices where sensitive data are stored;
 - 8) Installing a firewall to permit or deny network transmissions based upon a set of rules;
 - 9) Installing security controls to protect the network;
 - 10) Requiring that persons with access to Personally Identifiable Information (PII) have regular Information Security Awareness training.
- G. The Parties shall report all known breaches of sensitive data, in any format, to all Parties of this agreement within one day. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.
- H. Parties agree to remove access and require copies of sensitive data to be destroyed after authorized usage of sensitive data by all employees, contractors, or agents of any kind. Parties agree to document the methods used to destroy sensitive data.
11. 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 Systems 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 CCCCCO. 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 Agreement 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 Agreement. 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 CCCCCO 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.

12. GENERAL PROVISIONS

- A. **AMENDMENTS.** This Agreement may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, signed and dated by both parties.

Systems developed or otherwise made available by CCCTC, that are not on the current list in Section 7, but adopted by Institution by signing an Implementation Work Order, shall be covered by this agreement until such time as a new agreement is made available and fully executed.

- B. **INDEMNIFICATION.** Institution shall defend, indemnify and hold District, CCCCCO 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 Agreement 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 Agreement 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 Agreement 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 in the Notices section of this Agreement.
- D. **ENTIRETY OF AGREEMENT.** This Agreement 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 Agreement 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 Agreement will be in writing and will be delivered by any of the following conveyances: Adobe cloud signature email program, a recognized overnight courier service, by United States mail, and shall be made to:

For the District Business Matters: Tim Calhoon
Executive Director
California Community Colleges Technology
Center
Butte-Glenn Community College District
3536 Butte Campus Drive
Oroville, CA 95965
Telephone: 530-879-4091
E-Mail: tcalhoon@ccctechcenter.org

Authorized Official: Andrew B. Suleski
Vice President for Administration
SAS-320
Butte-Glenn Community College District
3536 Butte Campus Drive
Oroville, CA 95965
Telephone: 530.895.2353

For the Institution Business Matters: Stephen Kibui
Vice President of Administrative Services
Compton Community College District
1111 East Artesia Boulevard
Compton, CA 90221
Telephone: (310) 900-1600, Ext. 2111
E-Mail: skibui@compton.edu

Authorized Official: Stephen Kibui
Vice President of Administrative Services
Compton Community College District
1111 East Artesia Boulevard
Compton, CA 90221
Telephone: (310) 900-1600, Ext. 2111
E-Mail: skibui@compton.edu

- G. ASSIGNMENT. Institution may not assign, transfer or subcontract any part of this Agreement or any interest in or claims hereunder without the prior written approval of District.
- H. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
- I. NON-WAIVER. No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.
- J. AUTHORITY. The parties to this Agreement warrant that the person signing this Agreement on its behalf is authorized to enter into this Agreement.
- K. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF DISTRICT HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.
- L. **DISCLAIMER OF WARRANTY.** THE SYSTEMS ARE PROVIDED AS IS, WITH ALL FAULTS. DISTRICT MAKES NO WARRANTY OR REPRESENTATION THAT SYSTEMS WILL MEET INSTITUTION'S REQUIREMENTS OR

WORK IN COMBINATION WITH ANY APPLICATIONS SOFTWARE PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SYSTEMS WILL BE CORRECTED. DISTRICT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE INSTITUTION, INCLUDING ANY WARRANTIES OF SYSTEM CONTINUITY, PERFORMANCE LEVEL, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

- M. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Subcontract may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, electronic mail or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the respective parties have executed this Institution Participation Agreement on the dates indicated below.

**BUTTE-GLENN COMMUNITY COLLEGE
DISTRICT**

**COMPTON COMMUNITY COLLEGE
DISTRICT**

By: _____
 (Signature of authorized official of District.)
 Name: Andrew B. Suleski
 Title: Vice President for Administration
 Date: _____

By: Steven Kibui
 (Signature of authorized official of Institution.)
 Name: Stephen Kibui
 Title: Vice President for Administration
 Date: 09/02/2020

TO BE COMPLETED BY DISTRICT ONLY					
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	CCC Technology Center	Preparer's Name & ID:	Rick Snodgrass ID#3239416	Phone:	4169
Vendor Name:	Compton Community College District		Vendor ID:	3001707	
PO Description (Max. 25 characters):	N/A				
Budget Code:	N/A	PO Amount:	N/A		
Contract Monitor Name (Person Who Approves Invoices):	Tim Calhoon / Jennifer Coleman			Phone:	X4091
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		Purchase Order Number:	N/A		