

Los Rios Community College District

PURCHASE ORDER NO 0001112248

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000045500
CAREER ANALYTICS INC
DBA JOBZOLOGY
1220 COLLEGE AVE #220
FORT COLLINS CO 80524

Phone: (972) 222-7636

email: eric@jobzology.com

Date	Revision	Page
07/22/2020		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1026592 MESAC HANEYB	04CYPH144 CTE	

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	SOFTWARE LICENSE JOBZOLOGY PATHWAY U - THREE YEARS VALID FROM JUNE 1, 2020 TO JULY 1, 2023	1.00 JOB	21,067.00	21,067.00	07/31/2023

PER LRCCD PSA# 20-0390 AND ATTACHMENT A: JOBZOLOGY SCOPE OF SERVICES
PO QUOTED PRICING INCLUDES DISCOUNT OF \$5,267.00 (REGULARLY \$26,334.00)

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING
LRCCD AS ADDITIONALLY INSURED

VCHR #587441

CHECK # 0094804089
DTD 8/06/2020
AMOUNT \$21067

Sub Total Amount	21,067.00
Sales Tax Amount	0.00
Total PO Amount	21,067.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5890	12	FL.VI.SWPA	63400	00000	484Y	21,067.00	2021

0001026592CHAVEZA08-JUL-2020

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Requisition

Supplier: MISCELLANEOUS 0000003680

***** CA 95825
United States

email:

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001026592	07/01/2020	1	
Requisition Name: 2020 JOBZOLOGY			
Requester Colleen Mesa			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: TAYLORJ 01-JUL-2020			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	YR 2020-3 YR SOFTWARE LICENSE FEE	1	JOB	21,067.00	21,067.00	07/31/2020

21,067.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 21,067.00

VENDOR ID DOES NOT EXIST ON PEOPLESOFT

EXECUTED CONTACT VALID JUNE 1,2020 - JULY 1, 2023 ATTACHED

PREPAY ATTACHED INVOICE

SWP worksheet

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5890	12	FL.VI.SWPA	63400	00000	484Y	21,067.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: Strong Workforce-Career Transfer Center
Project Grant: 484Y
Program Director: Victoria Maryatt
Program Goal: recommendations 1,2.9 & 15

Approval Signature

Approval Signature

Approval Signature

**PROFESSIONAL SERVICES AGREEMENT
CAREER ANALYTICS NETWORK INC., DBA JOBZOLLOGY**

THIS AGREEMENT, made and entered June 1, 2020, by and between Los Rios Community College District, a local agency, ("the DISTRICT") and **Career Analytics Network Inc., dba jobZology**, ("CONSULTANT").

- 1. Scope of Work.** CONSULTANT shall perform the consulting services as set forth in CONSULTANT'S Proposal which is attached hereto, marked as Attachment "A." The work shall be completed by **July 1, 2023**.
 - A. Standard of Care: CONSULTANT shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality. The approval of any document by the DISTRICT or its representatives or agents shall not relieve the CONSULTANT from such liability as the CONSULTANT might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement.
 - B. Additional Work/Deletion of Work: Consultant shall not perform any additional or extra work or incur any additional expenses beyond that set forth hereunder without the express written approval of DISTRICT. Modifications or additions to the services performed by CONSULTANT not approved in writing by DISTRICT shall be considered null and void and shall not be compensated. DISTRICT shall also have the right to delete any portion of the work or services to be performed by CONSULTANT described hereunder. In such event, CONSULTANT's compensation shall be reduced in proportion to the percentage of work or services actually deleted.
- 2. Compensation.** For its services hereunder, CONSULTANT shall be compensated as set forth in Attachment "A." However, in no event shall CONSULTANT be paid in excess of the fixed price or "not to exceed" proposal contained in Attachment "A," unless prior to commencing any additional services, the CONSULTANT has submitted a fixed price or "not to exceed" proposal for the additional services and the DISTRICT has given prior written approval to CONSULTANT to perform those services.
 - A. Final Payment: Within thirty (30) days of a Notice of Completion being issued and/or when CONSULTANT'S work/services under this Agreement are finally complete, whichever is later, CONSULTANT shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the CONSULTANT within thirty (30) days thereof.
 - B. Withholding Payment: DISTRICT may withhold any current or future payment, in whole or in part, or decline to make any payment, to protect the DISTRICT from any claim, damage or other loss arising from or related to the performance of, or failure to perform by, CONSULTANT under this Agreement.
 - C. Audit: All of the foregoing is subject to the right of the DISTRICT to audit all requests for payment, including the books and records of the CONSULTANT in connection therewith. CONSULTANT shall maintain (and shall require its subconsultants to maintain) any and all records, documents and data pertaining to the services provided hereunder for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon 48 hours written request by DISTRICT. The records shall be available at CONSULTANT's address indicated for receipt of notices in this Agreement. Where DISTRICT has reason to believe that such records or documents may be lost or discarded, DISTRICT may, by written request by any of the above-named officers, require that custody of such records and documents be given to DISTRICT and that such records and documents shall be maintained by DISTRICT. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.
- 3. Time.** CONSULTANT shall complete the services described in Attachment "A" hereto pursuant to the time schedule set forth in Attachment "A." CONSULTANT shall perform and complete all other services hereunder expeditiously, and in accordance with the dates set forth in Attachment "A," and, if applicable, any schedule or schedules which may pertain to a particular project as may be issued in writing from time to time to CONSULTANT by DISTRICT. Time is of the essence in this Agreement. Neither CONSULTANT nor DISTRICT shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay,

if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

- 4. Termination For Convenience.** The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONSULTANT. Upon notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay CONSULTANT only the following amounts: (A) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (B) the direct costs, if any, actually incurred and/or paid by CONSULTANT for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the work and/or services of the CONSULTANT under this Agreement; and (C) a ten percent (10%) markup on the direct costs as described in "(B)".
- 5. Termination for Default.** If CONSULTANT fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from DISTRICT to CONSULTANT, in addition to all other remedies provided by law, DISTRICT may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by CONSULTANT to perform its services, and obtain from CONSULTANT working copies of all project documents prepared by CONSULTANT for the purpose of allowing DISTRICT or another consultant to complete the services or any portion thereof, all of which materials and documents CONSULTANT hereby assigns to DISTRICT effective upon any such default by CONSULTANT; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner DISTRICT may deem expedient; and/or (v) if DISTRICT deems that it is not in its best interests to correct defects or deficiencies in the services, materials or documents supplied or provided by CONSULTANT, DISTRICT, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise.
- 6. FORCE MAJEURE.** District shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to CONTRACTOR upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of DISTRICT, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the DISTRICT campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event").
- 7. CONSULTANT Information**

 - A. Property of District:** All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by CONSULTANT or any other party engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of DISTRICT without restriction or limitation upon their use by DISTRICT. CONSULTANT hereby assigns to DISTRICT all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. CONSULTANT agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any actions which would impair those rights. CONSULTANT's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without DISTRICT's prior written consent. Unless otherwise provided in writing, the DISTRICT shall have full ownership and control, including ownership of any copyrights, of all Work Product.
 - B. Public Records Act:** All proprietary and other information received from CONSULTANT by the DISTRICT will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the DISTRICT, the DISTRICT shall give notice to CONSULTANT of any request for the disclosure of such

information. The CONSULTANT will then have five (5) days from the date it receives such notice to enter into an agreement with the DISTRICT, satisfactory to legal counsel for the DISTRICT, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the DISTRICT in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information. Failure to timely respond or enter into an acceptable agreement shall be deemed to have waived of any rights regarding the information designated "trade secret" by CONSULTANT, and such information will be disclosed by DISTRICT pursuant to applicable procedures required by the Public Records Act.

- C. **Termination:** Upon the request of DISTRICT, or upon the termination or expiration of this Agreement, CONSULTANT shall immediately deliver to DISTRICT all reports, documents, and other work performed by CONSULTANT under this Agreement, Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes, or computer-related media). CONSULTANT may retain copies thereof for its files and internal use. The DISTRICT will hold harmless the CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project or engagement associated with this Agreement unless the DISTRICT obtains a validation of that use or reuse from the CONSULTANT.
- D. CONSULTANT shall cause each of its subconsultants to comply with each provision of this Section 6 applicable to CONSULTANT. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

8. Access to Work Product. Duly authorized representatives of the DISTRICT shall have right of access to CONSULTANT'S technical plans, files and records relating to the performance of the services hereunder subject to 48 hours written request to access the identified information or Work Product.

9. Licenses, Permits, Etc. CONSULTANT represents and warrants to the DISTRICT that CONSULTANT has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement.

10. Independent Contractor Not Agent.

- A. CONSULTANT (including CONSULTANT'S employees) is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'S employees or assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONSULTANT will be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of CONSULTANT'S employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use the DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT'S sole discretion based on the CONSULTANT'S determination that such use will promote CONSULTANT'S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that CONSULTANT use the DISTRICT facilities, equipment or support services or work in the DISTRICT locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT'S employees, assigned personnel and subcontractors.

D. Except as the DISTRICT may specify in writing, CONSULTANT and CONSULTANT'S personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the District to any obligations.

11. Disqualified Employees. CONSULTANT shall ensure that persons who perform services on District or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87011. If the DISTRICT, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove such person(s) immediately upon receiving notice from the DISTRICT of the desire of the DISTRICT for the removal of such person(s).

12. Indemnification. To the fullest extent permitted by applicable law, CONSULTANT shall defend, indemnify, and save harmless District (including their inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, CONSULTANT'S work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, claims and liens for labor performed or materials used or furnished to be used on the Work, failure to comply with the provisions requiring insurance, any violation by CONSULTANT of any law, order or regulation arising out of or resulting from this Agreement, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of District or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

The obligations set forth in this section shall not be limited by the insurance requirements set forth herein.

CONSULTANT's indemnification obligations shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the CONSULTANT's obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

13. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the District additional insured endorsements that name the DISTRICT as an additional insured on the CONSULTANT'S General Liability policy and Automobile Liability policy.

A. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
4. Professional Liability (Errors and Omissions). Insurance against loss due to error, omission or malpractice, unless waived in writing by the District, with \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

B. **Other Provisions:** If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of CONSULTANT'S services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONSULTANT'S insurance coverage shall be primary insurance with respect to the DISTRICT. The CONSULTANT's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONSULTANT'S insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONSULTANT shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, CONSULTANT shall furnish copies of any and/or all of the required insurance policies.

14. Liability of District. DISTRICT's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

15. Equal Opportunity. CONSULTANT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the grounds of ethnic group identification, race, color, gender, gender identity, gender expression, sex, sexual orientation, sexual identity, pregnancy, childbirth or related medical condition, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status as defined in Section 12926 of the California Government Code. In all solicitations made by CONSULTANT for work to be performed under any subcontract, CONSULTANT shall notify each potential subcontractor or supplier of CONSULTANT'S obligation under this Agreement and the Regulations. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

16. Compliance with Laws; Attorneys' Fees; Successors. CONSULTANT shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California excluding its choice of law rules. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein.

17. ADA Standards. CONSULTANT represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, DISTRICT will provide CONSULTANT with notice of such allegation and CONSULTANT shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency,

or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant or non-accessible, CONSULTANT shall indemnify, defend and hold harmless the DISTRICT from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

CONSULTANT shall also fully indemnify DISTRICT for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the CONSULTANT's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

18. Integration, Amendments. Along with Attachment "A" and the Student Record Addendum (if any), this is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the Parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.

19. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Attachment "A," or any other document included herein, the provisions of this Agreement shall govern. Notwithstanding any express or implied language to the contrary in Attachment "A" or any other document attached hereto, there shall be no limits on the DISTRICT'S ability to recover damages from CONSULTANT in the event of any claim, action, lawsuit or other legal action by the DISTRICT against CONSULTANT, and any language purporting to impose limits on recovery of damages is null and void, including any language purporting to increase liability for damages in exchange for additional payment or compensation to CONSULTANT.

20. Notices. Any notices to Parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT
Director, General Services
1919 Spanos Court
Sacramento, CA 95825
Phone: 916-568-3057 FAX: 916-286-3636

Career Analytics Network Inc., dba jobZology
1220 College Avenue, # 220
Fort Collins, CO 80524
Phone: 970*222*7636
Email eric@jobzology.com

CONSULTANT Social Security/Federal ID # 45-5082386

Check One: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

21. Solicitation/Conflicts of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making this Agreement. CONSULTANT certifies that it has disclosed to DISTRICT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise DISTRICT of any actual, apparent or potential conflicts of interest that may develop subsequent to the Date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest as may be required by applicable law.

22. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

- 23. Severance.** If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 24. Waiver.** CONSULTANT agrees that a waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to object to any aspect of the work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

LOS RIOS COMMUNITY COLLEGE DISTRICT

6.5.2020

Date: _____

By: _____

Jamie Ruggles

Director of Accounting Services

Career Analytics Network Inc., dba
jobZology

Date: _____

5/22/2020

By: _____

Travis Hevelone

Name: _____

TRAVIS HEVELONE

Title: _____

CEO

BEYOND Traditional Career Counseling

PathwayU uses predictive science to guide learners to education pathways, vocational choice and ultimately employment based in scientific measures of where they will find a deep sense of purpose and meaning.

Using conventional interest and values coupled with a patent pending algorithm showing this prediction of purpose, PathwayU goes well beyond traditional counseling applications and moves the needle to the positive in areas of student success.

PathwayU was created from years of research and development in predictive analytics pertaining to vocational psychology in career development. The result of these analytics helps develop strategies that students, alumni and job seekers in general can implement to identify and pursue education and career paths that fit them well. The end goal of this process is to raise graduation rates, improve vocational program completion statistics as well as help users build satisfying and purposeful careers once they graduate.

Our online user portal contains assessments, personal reports, a job-matching instrument, and “how to” tools designed to help students and other users find an education and career path that fits, make informed choices about education and career options, navigate the job search and interview process, and shape their work in ways that make it meaningful.

PathwayU is the perfect complement to services that enrollment advisors, academic counselors, career service centers, and alumni career path programs offer to drive student success. When provided as an overlay to the services you already deliver, PathwayU extends your reach and helps you serve a broader array of students from recruitment to retirement.

Why PathwayU?

For the student

The PathwayU patent pending algorithm, empowers predictive science to connect all learners to their education pathway, vocational choice and job selection based in measures of where they will find purpose and meaning. This is a measure far beyond traditional interest measures used in standard career advising platforms.

- The PathwayU user interface provides an ADA compliant and easy to use experience available across nearly every browser interface offered from desktops, tablets and mobile devices.

- The PathwayU platform is Student Centric in approach ensuring that users ages sixteen through sixty-five can easily use it to make decisions that have an effect on program retention, GPA and general student success.

For the Administrator

- The PathwayU Admin console provides immediate access to student information designed to augment counseling and intervention sessions. This interface presented in similar fashion to the user interface is geared specifically with easy to navigate information to help the learner and the counselor interpret and use the recommendations from the platform.
- The PathwayU data collected from users allows the administrator to conduct advance outcome studies by correlating “fit” data against academic performance and success outcomes.
- The PathwayU Admin feature-set provides advanced marketing assets designed to aid in the creating an enticing offer of value for the student to help ensure high levels of student engagement.

For the Faculty

- PathwayU is easy to use. It does not require a background in career counseling and or advising to easily understand the student information and scores it presents. It also allows learners to share downloadable reports with instructors that will help in “getting to know” their students.
- PathwayU is rich in tools and curriculum that can use used in the classroom and webinars.
- PathwayU offers resources that are designed to teach and instruct administrators and faculty on best practices for using the platform when interacting with their students.

For the institution

- PathwayU Case Studies and Client Spotlight reports have demonstrated the following:
 - Increased engagement during recruiting
 - Boosts of confidence in educational decisions of enrollees
 - Improved academic performance
 - Increased program completion rates
 - Enhanced career guidance and job placement
 - A rise in your institutional brand's awareness in the workplace
 - Boosts to alumni and donor participation
 - Scaled career and advising centers
 - Eliminates departmental silos
 - Enabled data analytics and outcome studies
 - Drives real impact to for your students and your institution

PathwayU Inclusions and Implementation

Included in this agreement

PathwayU **Premium**

The following features are included and or available for use at this tier of offering:

- There is NO FEE per user
- User accounts are assigned for Life for all users for the duration of this agreement.
- A “Turn-Key” solution inclusive of all services to implement the inclusions stated here.
- Your school may have up to (1) branded and unique PathwayU sites.
- Basic user access marketing-assets guiding learners to the platform and instructing them how to create their personal account and the value of doing so.
- Advanced digital media marketing-assets in the form of ads, blogs and content to increase user awareness and engagement.
- The customizable My Journey Page (available upon release)
- Access to the counselor dashboard for student data access and tools.
- User Fit Scores to generic programs of study.
- User Fit Scores to institutional specific programs with the use of a highlight link and high-level SIP / SOC program mapping.
- Military-Cross walk translator guiding veterans to programs that align with purpose.
- End user technical support offered 8 to 6 mountain time.
- Formal quarterly account management and program success reviews.
- Access to the Indeed job board showing Fit Score to jobs
- Access to the HANDSHAKE job board (via RSS feed) showing Fit Score to jobs
- IF REQUIRED Single sign on integration with most SSO platforms.

This assumes standard LTI, ADSE, SAML capabilities. Should the expense of any needed development time from jobZology exceed the annual value of this agreement, jobZology reserves the right to re-quote this effort as a time and materials add-on offer it as an option in this agreement.

- “Discerning Your Calling” classroom curriculum workbook.
- (1) One-hour remote training block per annum. These training blocks are for administrator/counselor training as well as career guidance consulting with organization stakeholders and professionals.
- Case study highlights and spotlight posted on PathwayU social media.

Implementation Highlights

- Full services and project management to ensure program integration and success.
- Deployable within 24 hours to one week for campus wide usage without the need for technical resources.

Pricing and Terms

QUANTITY	DESCRIPTION	UNIT PRICE	LINE PRICE
(3)	ANNUAL SITE LICENSE FEE	\$8,778	\$26,334
	MULTI YEAR COMMITMENT DISCOUNT		-\$5,267
	REVISED AND TOTAL AGREEMENT AMOUNT		\$21,067
		ANNUAL EXPENSE	\$7,022

- This (3) year agreement shall commence upon signature and terminate at close of business July 1st, 2023.
- Upon signature, the invoice will be issued and due upon receipt.
- Except as provided in an agreement between the parties, the Fees charged to Customer hereunder do not include any tax, including VAT, or other withholdings imposed by law on any paid or invoiced transaction through the Services, on the fees, or on Customer's use of the Services. Client understands they are solely responsible for determining based on their jurisdiction and Services provided if any tax is applicable.
- Lifetime accounts are registered to individual users. Account access is available to all registered users throughout the duration of this Agreement.

Appendix A

Frequently Asked Questions

Does PathwayU collect any FERPA protected data from users?

PathwayU does not collect any FERPA protected data from users in the system. Users will create their own accounts within the system and do not provide any confidential information beyond name and email. All data collected from user accounts and user assessment results are owned by the client. PathwayU will never release this information or resell any data collected in the system.

How does PathwayU support onboarding and technical setup for clients?

Out of the box, there are no needed requirements for technical setup of PathwayU usage with a student or a counselor. Academic clients own and can administrate access of the platform and access to user data for administrative users of the system.

Does PathwayU meet accessibility needs for users?

PathwayU is in compliance with VPAT Version 2.1 template published in March of 2018. The testing included manual accessibility testing by people with disabilities, automated accessibility tools, and testing with assistive technology across multiple operating systems, devices, and browsers. Additional VPAT certification can be accessed upon request.

Does PathwayU need access to student records or other confidential data?

PathwayU does not require any access to student records or confidential data. Clients can create a user experience that is accessed inside or outside of your academic record. It is the decision of the client to determine if it should be setup within the academic record. PathwayU can help walk you through the reasons for either or even a hybrid approach.

Can PathwayU integrate with other software management tools?

Beyond the rich out of the box features, PathwayU does provide the opportunity for custom integrations. These can be completed by a client's internal team or in conjunction with the PathwayU integration team for a nominal fee. Two of the most common PathwayU integrations are those with D2L Brightspace, Canvas and Banner.

How does PathwayU store and secure the data of its system?

PathwayU is software as a service provided under a subscription basis. All servers holding the software and any user data is hosted at Amazon and protected and served according to their data center service level agreements.



Invoice #2020-2398

From

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Fort Collins, CO, 80527 US
EIN: 45-5082386

Bill To

Folsom Lake College
10 College Parkway
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Invoice Summary

Invoice Number	2020-2398
Date	06/17/2020
Terms	Due Upon Receipt
Due Date	06/17/2020
Amount Due (USD)	\$ 21,067.00

Item / Description	Quantity	Rate	Amount
SaaS Software:PathwayU Premium Online Counseling Software Annual subscription to PathwayU Online Counseling Software.	1	21,067.00	21,067.00
Amount Due (USD)			\$ 21,067.00