

PROFESSIONAL SERVICES WORK ORDER

This Professional Services Work Order (the "Work Order") amends the Software License & Services Agreement between SunGard Higher Education Inc. ("SunGard Higher Education") and Solano Community College District ("Solano Community College District" or "Licensee") dated May 8, 2006, as subsequently amended as of the Effective Date (the "Agreement"). The "Effective Date" of this Work Order shall be the latest date identified in the signature lines below. Each defined term in the Agreement shall have the meaning given to that term in the Agreement whenever the term is used in this Work Order.

STATEMENT OF WORK

For the fees identified in Exhibit B, SunGard Higher Education will perform the services described in the Statement of Work attached hereto as Exhibit A, subject to the terms and conditions of this Work Order and the terms and conditions of the Agreement. This Work Order specifically excludes any responsibility for providing any services other than those services specifically set forth in Exhibit A. Any services outside the scope of Exhibit A may be provided only on a time and materials basis at SunGard Higher Education's then-current list price rates, subject to agreement by SunGard Higher Education and Licensee and, further, based on the then-current availability of SunGard Higher Education personnel.

LICENSEE'S OBLIGATIONS

Without limiting the parties' mutual obligations to cooperate in order to complete the services specified as otherwise set forth herein and in Exhibit A, Licensee will provide:

- *Project Leader.* Licensee will provide a primary contact that will work directly with the SunGard Higher Education manager to assist and coordinate activities related to this engagement, including but not limited to meetings, training sessions and deliverables.
- *Access to Appropriate Staff, Information and Institution Environment.* Licensee will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of SunGard Higher Education's services. Licensee staff are expected to participate in any and all training and consulting sessions, and to provide such other support and services as are described in Exhibit 1 and/or the project plan, and as reasonably requested by SunGard Higher Education. Licensee will provide access to procedures documents, published strategy and tactical documents, process requirement documents, and the like in relation to the performance of SunGard Higher Education's services. Licensee will provide access to the administrative systems and information in relation to the performance of SunGard Higher Education's services, specifically, an operational and accessible version of the applicable SunGard Higher Education Baseline Component System(s), appropriate security access and accounts for SunGard Higher Education staff and each session participant. Licensee will provide a physical training facility, to include dedicated workstations for training participants, overhead projection capabilities for instructional purposes, dedicated printer capabilities, and other training requirements as may be defined and agreed between both parties.
- *Required Software and Hardware.* Licensee will ensure that all applicable hardware, relational database, operating systems and network configurations are configured according to recommended specifications prior to the commencement of services hereunder. Licensee will be solely responsible for obtaining the right for SunGard Higher Education to have access to and to use all software and hardware in or maintained by the Licensee in order for SunGard Higher Education to perform the services under this Work Order. Licensee shall obtain all permissions required from third party vendors, including sublicenses, if any are required. Without limitation, SunGard Higher Education shall not be liable to Licensee for non-performance if SunGard Higher Education's non-performance is caused by Licensee's failure to obtain the requisite access for SunGard Higher Education to any such hardware or software.

SERVICES PERIOD

The services described in this Work Order will be provided beginning on April 1, 2010 and ending on May 7, 2011 (the "Service Period"). In the event that the start date is delayed, any delivery or estimated timetables and/or delivery dates stated in this Work Order will be delayed by at least an equivalent number of days. The actual delay may be greater due to Licensee's key activity cycle, academic calendar, holiday schedules or other factors.

To the extent SunGard Higher Education is unable to complete tasks and/or provide deliverables before the expiration of the Service Period due to the delay of Licensee and/or the failure of Licensee to meet its obligations or provide sufficient cooperation to SunGard Higher Education, then the services will, nevertheless, be deemed to be completed by the expiration of the Service Period and Licensee shall pay all unpaid portions of the total fee (as identified in Exhibit B) by no later than thirty (30) days from the end of the Service Period.

COVENANT REGARDING PROVISION OF SERVICES

SunGard Higher Education will render all services under this Work Order in a good and workmanlike manner, using personnel possessing the skill sets and experience required to enable such personnel to so render the services. In any instance in which SunGard Higher Education fails to render services in accordance with this covenant, Licensee will promptly so notify SunGard Higher Education of that fact, and will describe in reasonable detail the manner in which SunGard Higher Education so failed to provide the services. Thereupon, and without additional charge to Licensee therefore, SunGard Higher Education will reperform the services in question in a manner consistent with the requirements of this provision. In the event of any bona fide disagreement between the parties regarding whether any such services have been rendered in accordance with the requirements of this provision, the parties will work together in good faith in an effort to resolve such disagreement prior to pursuing their respective remedies at law.

FEES AND PAYMENT SCHEDULE

The total fees for the services provided under this Work Order are described in Exhibit B and shall be paid by Licensee in accordance with the payment schedule identified in Exhibit B.

The total fees described in Exhibit B are inclusive of all travel and living expenses incurred by SunGard Higher Education personnel in the performance of the services described in this Work Order. Licensee shall not be separately invoiced for such expenses.

Once Licensee and SunGard Higher Education have scheduled a specific date during which SunGard Higher Education will provide services under this Work Order, Licensee will be obligated to pay SunGard Higher Education for such scheduled services, unless Licensee notifies SunGard Higher Education at least thirty (30) days prior to the date which SunGard Higher Education is scheduled to perform such services that Licensee would like to reschedule or cancel the provision of such services. Requests for any additional services beyond those set forth herein will be provided at SunGard Higher Education's then-current rates under separate amendment and/or Work Order (which expressly provides that it amends the Agreement), which must be approved in writing by both parties.

SunGard Higher Education will invoice Licensee for all services fees in accordance with the payment schedule identified in Exhibit B. Notwithstanding anything in the Agreement to the contrary, services fees are invoiced in advance and all invoices shall be due and payable thirty (30) days from the date of invoice, as otherwise set forth in the Agreement. Whenever any payment is not made within 45 days of the date in which Licensee receives an undisputed invoice, Licensee shall pay within 30 days a late charge equal to 1 (one) percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent, except that, if the amount of the penalty is seventy-five dollars (\$75) or less, the penalty shall be waived and not paid by Licensee, as provided for in California Government Code § 927.6(b). Licensee may dispute an invoice submitted by Company for

reasonable cause if Licensee notifies Company within 15 working days from receipt of the invoice, or delivery of the property or services, whichever is later. No invoice shall be disputed on the basis of minor or technical defects. Licensee shall reimburse Company upon demand for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Licensee, and such costs shall likewise accrue interest from the date first due.

ADDITIONAL TERMS AND CONDITIONS

Personal Identifiable Information. To effect the purposes of this Work Order, SunGard Higher Education may have access to and use of certain personal identifiable information of Licensee's students, faculty and employees that is regulated by various state and federal laws and regulations ("Licensee PII"). Without limiting SunGard Higher Education's obligations under Section 8 of the Agreement, SunGard Higher Education represents that it maintains appropriate data security measures, including a written information security policy, to protect Licensee PII consistent with all applicable state and federal laws and regulations, including the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, 201 CMR 17 (effective March 1, 2010). Further, to protect the privacy of Licensee PII, SunGard Higher Education shall, for so long as it retains Licensee PII: (a) maintain the confidentiality of Licensee PII as set forth in Section 8 of the Agreement; (b) limit access to Licensee PII to SunGard Higher Education's employees, agents and subcontractors who need access to Licensee PII to fulfill SunGard Higher Education's obligations under this Work Order; (c) require that its agents and subcontractors who have access to Licensee PII agree to abide by the same restrictions and conditions that apply to SunGard Higher Education with regard to such Licensee PII; and (d) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of such Licensee PII and protect against unauthorized access to or use of such Licensee PII that could result in substantial harm or inconvenience to Licensee.

Use of Third Party Software/Hardware. Licensee shall be solely responsible for obtaining the right for SunGard Higher Education to have access to and to use all software and hardware in order for SunGard Higher Education to perform its Services under this Work Order. Licensee shall obtain all permissions required from third party vendors, including sublicenses if any are required. SunGard Higher Education shall not be liable to Licensee for non-performance if SunGard Higher Education's non-performance is caused by Licensee's failure to obtain the requisite access for SunGard Higher Education to any such hardware or software. SunGard Higher Education shall not be responsible for the operation and maintenance of third party software or hardware, unless specifically set forth in Exhibit A hereto. SunGard Higher Education shall not be liable for any damages suffered by Licensee by reason of any failure or non-performance in third party software or hardware.

Non-solicitation. During the Service Period and for a period of one (1) year following the end of the Service Period, neither SunGard Higher Education nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the services contemplated by this Work Order, and (b) former employees of the non-hiring party who directly worked on such services and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

(Signature blocks appear on the following page)

Entire Agreement. Except as expressly modified by this Work Order, the Agreement shall remain in full force and effect. As of the Effective Date, the Agreement and this Work Order constitute the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

SUNGARD HIGHER EDUCATION INC.

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work details the responsibilities of both SunGard Higher Education and Solano Community College District.

PART I: GENERAL INFORMATION

1. Definitions. The defined terms in the Work Order to which this Statement of Work is attached shall have the same meaning in this Statement of Work unless the context clearly indicates otherwise.

1.1 "Work Order" shall mean and refer to the specific Work Order between SunGard Higher Education and Solano Community College District to which this Statement of Work is attached and shall also include by reference this Statement of Work unless the context clearly indicates otherwise.

1.2 "Additional Services" shall mean services which are outside the scope of services as defined in this Statement of Work.

1.3 "Administrative Systems" shall mean the computer software and systems that are used by the Administration of the Solano Community College District for providing administrative services such as, but not limited to, finance, student, financial aid, payroll and human resources. The system of record, for which SunGard Higher Education shall provide support under this Statement of Work, is "Banner", with modules as identified in the Environmental and Technology Profile, Attachment 1 to this Statement of Work.

1.4 "Best Efforts" shall mean utilization of all commercially reasonable resources within SunGard Higher Education's control that SunGard Higher Education determines are either necessary or beneficial to fulfill an obligation that SunGard Higher Education owes to Solano Community College District under this Statement of Work. "Best Efforts" does not require that SunGard Higher Education do everything possible to fulfill an obligation; however, it does require that SunGard Higher Education do what is commercially reasonable, according to SunGard Higher Education's sole reasonable business judgment and taking into account the resources available to SunGard Higher Education under this Statement of Work and the fees paid by Solano Community College District to SunGard Higher Education.

1.5 "Solano Community College District IT Environment" shall mean the Environmental Profiles and Inventory, as indicated in Attachment 1 to this Statement of Work and incorporated by this reference, which describes the Solano Community College District's current IT environment and establishes the baseline for the Services specified in this Statement of Work. SunGard Higher Education shall complete the Environmental Profiles and Inventory during the first ninety (90) days of the commencement of the Service Period and upon completion the Environmental Profiles and Inventory shall be attached to and become a part of this Statement of Work for all intents and purposes as if attached hereto on the date of execution.

1.6 "Consulting and Expert Liaison" shall mean that SunGard Higher Education provides advice and consulting services on the implementation and use of computing and communication technologies, and establishes departmental collaborations for technical leadership and expertise in emerging technologies, whether instructional or administrative in nature.

1.7 "Material Change" shall mean any changes to the Solano Community College District IT Environment which significantly increases the workload of the SunGard Higher Education staff or requires a change in their skill set or expertise.

1.8 "Services" shall mean SunGard Higher Education's responsibilities and services provided under this Statement of Work and the Work Order.

2. **Objective.** Solano Community College District is seeking SunGard Higher Education's expertise in helping it successfully complete a number of high priority technology projects. Solano Community College District is requesting these services for the Service Period defined in the Work Order to which this Statement of Work is attached. In addition, Solano Community College is contracting with SunGard Higher Education to provide the additional services specified herein.

3. **Exclusions.** SunGard Higher Education will not be responsible to provide services that are not indicated in this Statement of Work. Examples of these types of programs or services include, but are not limited to;

- Instructional Technology Services
- Support of desktop computers; student or personally owned faculty or staff computers
- Support of campus radio or TV stations
- Changes in service required as the result of new facilities or new campuses

4. **Establishment of Technology Baseline for Support.** The Environmental and Technology Profile, as indicated in Attachment 1 to this Statement of Work and incorporated by this reference, describes the Solano Community College District's current technology environment as of the Effective Date of the Work Order to which this Statement of Work is attached, and establishes the baseline for the services specified in this Statement of Work. The Environmental and Technology Profile will be developed during the first 90 days of the Service Period and will be attached to this Statement of Work as Attachment 1 and for intents and purposes will be and become a part of this Statement of Work when attached as if it were attached at the time the Work Order was executed by Solano Community College District.

5. **SunGard Higher Education Responsibilities Overview.** Solano Community College District and SunGard Higher Education each have tasks, responsibilities and deliverables that are required in order to realize the success of the undertaking represented by this Statement of Work. SunGard Higher Education's tasks, responsibilities and deliverables are specified in this Statement of Work.

Material changes in service, as mutually agreed, may result in a realignment of resources and service delivery capabilities. The Environmental and Technology Profile will provide an abstract of the current technology environment that establishes the baseline for the technology services specified below. If the Solano Community College District's changing or expanding needs require technology services or staffing beyond the Services or staffing reasonably anticipated in this Statement of Work or materially changes the Environmental and Technology Profile SunGard Higher Education is required to support, then such additional services or staffing shall be considered Additional Services and SunGard Higher Education and the Solano Community College District will meet and negotiate in good faith to amend this Statement of Work to accommodate the required changes, or increase the fees to permit SunGard Higher Education to add additional resources to accommodate the required changes. Any such amendment will not reduce the fees. Savings resulting from reduced responsibilities in one area will be redeployed to new or expanding needs in other areas with the consultation and approval of the Solano Community College District. It shall be evidence of a potential need for additional funding if there is a material change in the Environmental and Technology Profile which is made a part of the Statement of Work.

It is the spirit and intent of SunGard Higher Education to fulfill and complete the items contained in this Statement of Work. SunGard Higher Education shall not be responsible for Solano Community College District's Information Technology Department inability to perform under the Statement of Work or this Statement of Work to the extent such inability is caused by the failure of Solano Community College District's employees or third party service providers to perform their respective duties and responsibilities.

PART II: PRIORITY ACTIVITIES

1. **Initial Services Focus – Standard Activities.** During the initial 90 to 120 days of this Services engagement, SunGard Higher Education will install, in stages, staff and methodologies to perform the following:

1.1 Preparing project plans, staff task assignments to establish timeframes, priorities, responsibilities and effort levels to accomplish startup program objectives, ongoing support and new projects. These plans will include SunGard Higher Education staff assignments, Solano Community College District technology staff and user staff responsibilities;

1.2 Initiating activities consistent with SunGard Higher Education's startup methodology to inventory the technology and user resources and capability and install management and operating practices consistent with SunGard Higher Education's account guidelines and standards methodology;

1.3 Establishing communication and working relationships with Solano Community College District departmental staff in order to provide continuous support to their respective service functions.

2. Identified Priority Projects. Solano Community College District has identified these projects as of high priority. SunGard Higher Education includes these major projects within its area of responsibility. In all cases, progress may be dependent upon Solano Community College District's funding of necessary hardware or software, and on the cooperation and work of Solano Community College District staff.

2.1 Management and support of Banner 7 focusing on the "stabilization" of the portal (Luminis), ODS (Operations Data Store) – Reporting and their related Single Sign-On integrations.

2.2 Management and support of Banner 8 Upgrade to include Student, Finance, Human Resources, Financial Aid.

2.3 Implementation of Banner Advancement.

3. SunGard Higher Education and Solano Community College District Security Responsibilities. In response to the preliminary IT Assessment, the Solano Community College District has acknowledged the following actions for immediate improvement. As a condition precedent to SunGard Higher Education entering into the Work Order to which this Statement of Work is attached, and as a material inducement to SunGard Higher Education entering into this Work Order to which this Statement of Work is attached, Solano Community College District has agreed that it will make the following items a priority from both a scheduling and funding perspective such that the items will be accomplished within six (6) months following the Effective Date of the Work Order to which this Statement of Work is attached. A more in-depth security assessment will take place and may generate additional security needs.

3.1 Improve Data Center Physical Security

- It is highly recommended that Solano Community College District fund and approve the installation of surveillance cameras and alarm sensors.

3.2 Assign Formal Security Responsibility

- The Solano Community College District will work with SunGard Higher Education to engage the President's Cabinet to define information security responsibilities.
- Once the definition is completed, the Solano Community College District will assign a person who is responsible for security.
- The Solano Community College District assigned person will be granted the necessary authority to enact information security processes and procedures.

3.3 Implement Inventory with Data Classification

- SunGard will work with the Solano Community College District to implement new inventory procedures that include periodic update and validation of the inventory date.
- SunGard will work with the Solano Community College District to classify assets based on the type(s) of data processed or stored.

3.4 Implement Formal Change Management

- SunGard will work with the Solano Community College District to draft and implement change management policies and procedures.

4. Roles.

These Services include a number of distinct services with specific resources and a general timeline. The Solano Community College District and SunGard Higher Education each have tasks, responsibilities and deliverables that are required in order to realize the success of the undertaking represented by this Statement of Work. This Section describes the roles to be performed by Solano Community College District and SunGard Higher Education.

For the purposes of this Statement of Work, "Production-Ready" shall mean that SunGard Higher Education has completed the tasks assigned to it in any agreed upon project plan(s) for a specific Banner system and has provided the specific Banner system to Solano Community College District in order for Solano Community College District to go-live with that system.

4.1 SunGard Higher Education Roles. SunGard Higher Education will provide resources for the following roles. The descriptions in this Section are intended to provide a general idea of the types of personnel to be provided by SunGard Higher Education. The actual activities and responsibilities to be performed by each role are defined within each Service being provided.

SunGard Higher Education Project Manager – The Project Manager oversees the performance of work by planning, scheduling, coordinating and monitoring the activities of SunGard Higher Education resources assigned to the project. The Project Manager advises and consults with the Solano Community College District Project Manager with project management functions related to Solano Community College District's activities. The Project Manager is responsible for communicating milestone events, progress to-date; and resource availability and assignments. The SunGard Higher Education Project Manager is a member of the Project Management Team and regularly reports project status to this group

Functional Trainer – The Functional Trainer supports a major ERP module and the business process associated with the module. The Functional Trainer provides the Solano Community College District Functional Team Leads with knowledge, expertise and experience during the engagement. Functional Trainers utilizing SunGard Higher Education Managed Service's methodology will seek to understand Solano Community College District's needs and then proactively suggest effective ways to apply software features to those needs. Functional Trainers will proactively seek ways to improve business processes and not merely recreate existing processes in new software systems.

Application Management Services – The Application Management Service shall provide Database Administration ("DBA") and Application Administration for the Databases and Application Homes and Operating System ("OS") Administration for the Operating System environments covered under this Statement of Work as defined in Attachment 1.

4.2 Solano Community College District Roles. The Solano Community College District also has tasks, responsibilities and deliverables that are required in order to realize the success of the undertaking represented by this Statement of Work. Solano Community College District roles are specified in this Section. The Solano Community College District will identify the following:

Solano Community College District Executive Sponsor – The Solano Community College District Executive Sponsor is a senior Solano Community College District executive primarily responsible for overseeing and moving the project forward. The Solano Community College District Executive Sponsor is responsible for providing adequate Solano Community College District resources and Solano Community College District cooperation necessary for the successful completion of the project.

Contract Administrator – The Contract Administrator is a senior Solano Community College District executive responsible for administering the SunGard Higher Education contract. The Contract

Administrator is the formal point of contact between SunGard Higher Education and the Solano Community College District.

Steering Committee – The Steering Committee is responsible for the overall direction of the project. Steering Committee members include administrative executives with a direct interest in the outcome of the project, other key directors, and personnel as well as SunGard Higher Education and Solano Community College District project managers. The Project Managers will co-chair of the Steering Committee. A Solano Community College District clerical support personnel will be assigned to take minutes, schedule meetings and circulate documents to the committee on behalf of the project managers. The Steering Committee directs the activities of all other project committees and the project itself. The Steering Committee recommends changes to institutional policy and refers such proposed changes to the President's Cabinet. The Steering Committee meets weekly to review project progress, identify issues and assign issue resolution to specific responsible parties. The Steering Committee reviews and approves system configuration decisions. This verifies that decisions are made from a cross-functional perspective and provides a formal record of how and when such decisions were made.

Solano Community College District Project Manager – Is the senior project manager responsible for the overall management of the Solano Community College District project. The Solano Community College District Project Manager Tracks and coordinates Solano Community College District resources assigned to the project and is responsible for coordinating functional staff availability for training and consulting sessions, scheduling the appropriate resources as required, and tracking milestones to completion. The Solano Community College District Project Manager is a member of the Project Management Team and regularly reports project status to this group.

Solano Community College District Functional Team Leads – A Solano Community College District manager (with both interest in, and knowledge of, the processes associated with the Functional Team) leads the Solano Community College District Functional Team. The Solano Community College District Functional Team Lead is responsible for scheduling Functional Team activities; responsible for documenting the actions and decisions of their Functional Team and for reporting team status. The Solano Community College District Functional Team Lead is responsible for conducting the configuration, testing, documentation, and training activities. The Solano Community College District Functional Team Lead is responsible for conducting the configuration activities for system changes with the consultation of the SunGard Higher Education Functional Trainer.

Solano Community College District Functional Teams – Each Solano Community College District Functional Team focuses on a specific business processes, reporting needs, and content as they relate to the entire Unified Digital Campus suite of applications. Solano Community College District Functional Teams assist the Solano Community College District Functional Team Lead in configuration, testing, documentation, and training activities. Functional Teams vary in size and can be fairly large or quite small.

PART III: SERVICES

General. SunGard Higher Education understands that Solano Community College District is currently stabilizing Banner 7, Luminis, Operation Data Store (ODS) – Reporting, implementing several single sign-on real time integrations; such as, PeopleAdmin, SARS, eCollege, and upgrading to Banner 8 in "Phase One" of the project. In "Phase Two" of the project, the Solano Community College District will be implementing Degree Works, single sign-on real time integration to Degree Works, and Banner Document Management Suite. Solano Community College District has now identified a number of needs for assistance with managing the progress of this stabilization/implementation and with addressing specific functional and technical work associated with the project.

SunGard Higher Education will provide the following Services under this Statement of Work. Each of the following Services is described in its own section:

III-A Project Management Services; Additional Project Management Services

- III-B Open Digital Campus Systems Stabilization Services
- III-C Banner Version 7 to 8 Upgrade and Migration Services
- III-D Open Digital Campus Systems Post-Implementation Support Services
- III-E Application Management Services
- III-F Banner Advancement Standard Implementation Services

SunGard Higher Education will use a combination of remote services and onsite services to provide the Services and fulfill the tasks and duties under this Statement of Work.

For each Service, the following Sections detail the terms specific to that Service.

III-A. Project Management Services; Additional Project Management Services.

1. General. SunGard Higher Education provides leadership, planning, guidance, and execution in delivering Project Management Services. These Services are primarily delivered by a SunGard Higher Education Project Manager. The SunGard Higher Education Project Management team uses MS Project for developing and maintaining project plans. They also follow the Project Management Institute ("PMI") project management life cycle:

- Initiating
- Planning
- Executing
- Controlling
- Closing

2. Scope. SunGard Higher Education will provide Project Manager Services to coordinate the Services delivered under this Statement of Work, to manage the SunGard Higher Education staff that deliver services to Solano Community College District as part of this Statement of Work, and to assist Solano Community College District with the overall project direction. The Project Manager will also assist the Solano Community College District Project Manager with the coordination and execution of the project as specified below.

3. Activities. The SunGard Higher Education Project Manager will:

- Advise the Solano Community College District Project Manager on project management and the overall direction of the project;
- Provide direction and oversee the activities of the SunGard Higher Education staff assigned to the project;
- Coordinate the adjustment of resource levels to meet the needs of the project plan and the Solano Community College District;
- Participate in IT project change control process;
- Oversee SunGard Higher Education quality assurance and quality control activities;
- Work with the Solano Community College District Project Manager and Solano Community College District Executive Sponsor in adjusting the baseline project schedule ("Baseline Project Schedule") as appropriate and mutually agreed to in writing by both SunGard Higher Education and the Solano Community College District;
- Manage SunGard Higher Education project closure activities;
- Assist the Solano Community College District Project Manager on project initiation, planning, execution and controlling activities;
- Assist the Solano Community College District Project Manager in scope verification and scope control;
- Assist Solano Community College District Project Manager in monitoring issue logs and track issues through resolution; and

- Assist Solano Community College District Project Manager in monitoring risk.
4. **Responsibilities.** The SunGard Higher Education Project Manager will be responsible for:
 - Attending Steering Committee Meetings;
 - Providing a written monthly project status report to the Solano Community College District Project Manager and Solano Community College District Executive Sponsor;
 - Maintaining a SunGard Higher Education project schedule and making that schedule available to Solano Community College District at Steering Committee meetings; and
 - Providing input into the development of an overall baseline project plan ("Baseline Project Plan") with milestones and a specific timeline to be developed jointly by the Solano Community College District and SunGard Higher Education within fifteen (15) days of the Effective Date of the Work Order to which this Statement of Work is attached.
 5. **Estimated Timeframe.** Project Management Services will begin within approximately fifteen (15) days of the Effective Date of the Work Order to which this Statement of Work is attached and will continue until the end of the Service Period.
 6. **Resources.** SunGard Higher Education will provide the resources appropriate to perform the Activities and Responsibilities specified in Sections III-A.3 and III-A.4 above for the timeframe specified in III-A.5 above.
 7. **Solano Community College District Responsibilities.** The Solano Community College District Project Manager, in cooperation with the SunGard Higher Education Project Manager, will be responsible for managing project activities assigned to Solano Community College District project participants.
 8. **Assumptions and Constraints.** The SunGard Higher Education Project Manager is a member of the Project Management Team and of the Steering Committee. The SunGard Higher Education Project Manager reports project activities and progress against the project schedule to the Steering Committee.
 9. **Conditions of Service.** The SunGard Higher Education Project Manager delivers Services using a mixed mode of onsite and remote Services, unless otherwise specified in this Statement of Work.
 10. **Additional Project Management Services.** In addition to the Project Management Services generally described above, SunGard Higher Education will provide the following additional services to the Solano Community College District.

Using the Higher GroundSM Project Management Methodology, the Project Manager will manage various aspects of Solano Community College District's implementation project to include integration and customization management (to the extent applicable), scope management, cost management, time management, quality management, human resource management, communications management, change management, and risk management. These project areas are standard disciplines and are further described below:

- Integration and Customization Management – Coordinates the various elements associated with integrations and customizations to the extent applicable to the project.
- Scope Management – Coordinates the SunGard Higher Education-assigned deliverables in relation to the overall project scope.
- Cost Management – Describes the approaches and activities the respective Project Managers will use for managing the agreed upon costs for the project.
- Time Management – Oversees that each party timely completes its assigned project activities.
- Quality Management – Oversees the activities necessary to design, develop, and implement project deliverables as assigned to SunGard Higher Education. Coordinates with the Solano Community College District Project Manager to assess the effectiveness of project

deliverables and activities of both SunGard Higher Education and Solano Community College District.

- Human Resource Management – Manages the SunGard Higher Education resource pool assigned to specific tasks within the project.
- Communications Management – Oversees the planning, implementing, monitoring, and revision of channels of communication within the SunGard Higher Education organization and between the SunGard Higher Education and Solano Community College District organizations for the project.
- Change Management – Manages changes should they be needed during the project lifecycle.
- Risk Management – Manages uncertainty in the project related to potential threats by risk assessments, strategies to manage it, and mitigation of risks.

SunGard Higher Education will provide Project Management services to Solano Community College District using the Higher Ground™ Project Management Methodology. Processes to be performed by the Project Manager within each project phase, as well as the key deliverables for that phase are set forth below.

Implementation Phase

This phase guides the management of the execution, monitoring, and control of the project. It is designed to provide an ongoing view into the health and progress of the project so that management can take effective, efficient, and timely actions when the project's performance deviates from the plan or when a proactive measure to manage risks is required.

The following processes are included in the Implementation Phase:

- Project Performance Reporting – Defines how, when, where, and who will receive project information on a periodic basis.
- Validate and Confirm Project Schedule – Focuses on managing the project schedule for those services to be provided to Solano Community College District.
- Confirms Project Budget – Refines resource estimating, defines the project budget, and monitors and controls project costs throughout the project's lifecycle.
- Manage/Develop Risk Identification Plan – Using the project's Risk Management Plan, documents, tracks, and monitors risks throughout the project's lifecycle.
- Confirm and Validate Project Scope Statement – Addresses and documents the characteristics and boundaries of the project.
- Conduct SunGard Higher Education Quality Audit – Internal standard project review designed to optimize quality of each party's project deliverables.
- Direct and Manage Project Execution – Involves tasks and activities encompassing team management, quality assurance, and risk management and control.
- Performance Reporting – Details the collection, analysis, and reporting methods that monitor the ongoing performance of the project, the measurement of progress, and forecasting.
- Change Control Tracking/Plan – Follows the process as outlined in the Integrated Change Control Plan.

SunGard Higher Education will provide the following items in conjunction with the Implementation Phase:

- Project Schedule
- Project Budget Plan
- Risk Response Plan
- Solano Community College District Status Report
- Project Scope Statement sign-off by all stakeholders
- Integrated Change Control Process Plan
- Risk Management Plan

- Status Report
- Budget Report
- Risk Mitigation Plan
- Change Request Log

Achievement Phase

This phase reviews the project deliverables in light of the project objectives. The project is concluded, and lessons learned are documented between the SunGard Higher Education and Solano Community College District teams.

The following processes are included in the Implementation Phase:

- Review Contract Deliverables – Validate that all services, per the Project Charter produced during the Planning Phase and any approved change requests, were implemented in light of project objectives.
- Transition to SunGard Higher Education Production Support – If ongoing Baseline product maintenance is being provided, transition responsibilities to steady-state mode of the product(s) delivered.
- Administrative Project Closure – Perform administrative activities to conclude the project.
- Document Project Success – Survey Solano Community College District's satisfaction.

SunGard Higher Education will provide the following items in conjunction with the Achievement Phase:

- SunGard Higher Education and Solano Community College District Project Sign-Off
- SunGard Higher Education Project Transition Planning
- SunGard Higher Education Lessons Learned
- SunGard Higher Education Solano Community College District Satisfaction Survey

11. Solano Community College District's Obligations With Respect to All Project Management Services. With respect to all Project Management services described above, and in addition to all other responsibilities and obligations, Solano Community College District will responsible for the following:

- Solano Community College District will provide a Project Manager who will work directly with the SunGard Higher Education Project Manager and provide the required input and work product to the project deliverables for each project phase.
- Solano Community College District will assign Solano Community College District resources to complete Solano Community College District tasks required as part of the project's schedule.
- Solano Community College District will provide information to SunGard Higher Education project team that will contribute to the development of the project deliverables as listed above for each project phase.
- Solano Community College District will provide, on a timely basis, approval on all project deliverables based on the agreed sign-off criteria for each project phase.
- Solano Community College District will attend and participate in project status meetings as defined by the SunGard Higher Education and Solano Community College District Project Managers
- Solano Community College District will provide timely approval for all project change requests prior to the start of the project change.
- Solano Community College District will support and otherwise cooperate with SunGard Higher Education throughout all the steps in the production of the project deliverables.

III-B. Open Digital Campus Systems Stabilization Services.

1. **General.** SunGard Higher Education will provide project management, and functional consulting services to support the stabilization of the following systems: Banner Finance, Banner Human Resources Systems, Banner Student System, Banner Financial Aid System, Luminis, Operational Data Store (ODS) reporting and single sign integrations, Degree Works, and Banner Document Management System. These Services are provided using the SunGard Higher Education Implementation Methodology in order to realize project objectives and deliverables.

2. **Scope.** SunGard Higher Education will provide ERP System Stabilization Services to Solano Community College District for the listed systems and integrations. The limitation to implemented/stabilize and migrate of the ERP system is the availability of Solano Community College District resources, as addressed elsewhere in this Statement of Work.

All Banner modules that will be implemented/stabilized and migrated are within the Baseline Banner Component System as delivered by SunGard Higher Education's California Community College Solution Center ("CAL-B"):

- Banner General version 7
 - Shared Data Session and Job Submission
 - General Security
- Banner Student version 7
 - Student modules
 - Accounts Receivable
 - Student Self-Service
 - Faculty Self-Service
 - Student Financial Aid Disbursements
 - Overview Training - Student
- Banner Financial Aid version 7
 - Board of Governors Grants setup changes
 - Student Disbursements
 - Miscellaneous Scholarships refining current process to maximize the use of Banner functionality
- Banner Finance version 7
 - General Accounting – High Level Overview for new administrative personnel
 - Accounts Receivable (including non-student receivables)
 - Finance Self-Service
 - Fixed Assets
 - Budget Development/Position Control
 - Grants & Contracts/Construction Accounting
- Banner Human Resources version 7
 - Position Control
 - Faculty Load Administration
 - MIS Reporting
 - STRS/PERS
 - Web Time Entry
 - Overview Training – HR and Payroll
 - PeopleAdmin Interface Consulting
 - EPAF
 - Employee Self-Service
- Luminis
 - Content Administration Consulting
 - Content Administration Follow up Consulting
 - Organization Planning Consulting (Faculty Course Studio)
 - Content Planning Consulting
 - Content Planning Follow up Consulting
- Operational Data Store
- Single Sign on Integrations

SunGard Higher Education will assume responsibility for the above at the point in which the implementation process where Solano Community College District is on the Effective Date of the Work Order to which this Statement of Work is attached. Banner Student modules and sub-modules already implemented will be covered by Open Digital Campus Systems Post-Implementation Support Services described below.

Business-driven modifications to the Banner ERP System will only be considered through the appropriate mutually agreed upon change approval process. If the Solano Community College District approves modifications to the ERP System in writing, then SunGard Higher Education will charge the Solano Community College District for the modifications at SunGard Higher Education's then-current standard rates then in effect at the time SunGard Higher Education renders the service.

3. Implementation/Stabilization and Migration Methodology. SunGard Higher Education is assuming responsibility for the Solano Community College District system implementation/stabilization/migration part-way through the process. Therefore, some of the steps of the implementation methodology have been completed. However, SunGard Higher Education is providing a description of its complete implementation methodology and will deliver any steps of that methodology that may have been overlooked or may be in need of revision. The decision to provide or revise such steps will depend on mutual agreement in writing between SunGard Higher Education and Solano Community College District that the step(s) under discussion are of value to improve the remaining implementation process.

The SunGard Higher Education Implementation Methodology is a template for implementing ERP applications (administrative systems suite) in a higher education environment. This methodology is the basis for a specific, tailored project plan for the Solano Community College District's implementation. There are four overlapping Phases in the SunGard Higher Education Implementation Methodology:

Definition Phase. The Definition Phase develops the overall project scope for the Banner modules, Luminis, Operational Data Store (ODS) – Reporting, Banner Document Management Suite, DegreeWorks, and PeopleAdmin Implementations. During this phase, a project charter will be developed to include the project definition, mission statement, goals and objectives, project assumptions, project timeline, project and role expectations for individuals involved in the project, organization and structure of the project, and the general approach to specific aspects of the project, such as how a system change gets approved, and how decision making and conflict resolution are processed (the "Project Charter").

Planning Phase. Detailed project plans and schedules are developed, resources are assigned to specific roles and committees, and tools and resources required to support the project are acquired.

Implementation Phase. The Implementation Phase identifies and describes current business practices; verifies and configures the application software and associated support software; configures the application for Solano Community College District operation; develops business processes that realize the benefits of the new application software; trains unit staff and supports initial system operation. A series of activities are performed by SunGard Higher Education and Solano Community College District resources during the Implementation Phase. Success in the Implementation Phase is dependent on the performance of these combined resources. The Solano Community College District must provide the necessary resources outlined in Solano Community College District Responsibilities for this Phase to be successful.

Close-out Phase. During the Close-Out Phase SunGard Higher Education will (i) identify outstanding issues and with the approval of the Solano Community College District in writing determine how (if) they will be resolved; (ii) archive relevant project working papers; and (iii) provide for the orderly termination of the project.

4. **Activities.** SunGard Higher Education will perform the following activities:

4.1 **Project Manager.** The Project Manager will perform the following activities:

- Project Plan Development Assistance – SunGard Higher Education will assist with the planning to define the work breakdown structure, identify associated project tasks, deadlines for completion, critical milestones, and other tasks. The Solano Community College District will be required to identify individuals who will own each milestone and task.

4.2 **Functional Trainer.** The Functional Trainer will perform the following activities:

- Configuration Activities
 - Provides support and guidance to the Solano Community College District to configure the rules and validation tables;
 - Recommends standard practices to improve operations in the ERP environment;
 - Assists with identifying reporting needs;
 - Participates in system testing of each successive ERP configuration using test scripts based on the systems acceptance test, as described in the Baseline Project Plan ("Systems Acceptance Test").
- Testing Activities
 - Assist with the review and development of testing plans, as described in the Baseline Project Plan ("Testing Plans") (this assistance is in the form of leading a discussion and helping to develop sample test plans and scenarios) for the upgrade;
 - Assist with the review and development of Testing Plans (this assistance is in the form of leading a discussion and helping to develop sample test plans and scenarios) for new Banner 8 features implemented.
- Go-Live Activities
 - Provide troubleshooting and assistance in identifying tasks required to go-live; and
 - Advise on key communications needs for each module as they go-live.

5. **Responsibilities.** SunGard Higher Education will have the following responsibilities:

5.1 **Project Manager.** The Project Manager will perform the following activities:

- Work Plans and sub-module checklists – SunGard Higher Education will provide templates or examples to each Solano Community College District Functional Team Lead in order to facilitate the creation of task lists in the project plan for each module. This will be used to track the status of progress on the project.
- Provide samples of Communications, Reports, Minutes, and Agendas to be customized by Solano Community College District Functional Team Leads as needed.

5.2 **Functional Trainer.** The Functional Trainer will perform the following activities:

- Provides templates, advice, and share standard practices;
- Provides Specification Templates;
- Provides Test Plan Templates;
- Provides User Guide Templates;
- Provides Status Reports to the SunGard Higher Education Project Manager on the progress of projects and plans.

6. **Estimated Timeframe.** Implementation/Stabilization and Migration Services will commence within approximately fifteen (15) days of the Effective Date of the Work Order to which this Statement of Work is attached and will continue until May 7, 2011. The Solano Community College District will be

responsible for determining and finalizing the critical dates for go-live activities and the Solano Community College District shall be responsible for deciding to go live for the specific modules being implemented.

7. Resources. For components listed in Section III-B.2, SunGard Higher Education will provide the resources appropriate to perform the Activities and fulfill the Responsibilities specified for this Service in Sections III-B.4 and III-B.5. Resources will be deployed as determined by SunGard Higher Education to support the implementation schedules specified in III-B.6.

9. Conditions of Service.

- These Services do not include the programming or development of modifications to the delivered Banner software, or the development of reports, unless otherwise provided for in this Statement of Work.

III-C. Banner Version 7 to 8 Upgrade and Migration Services.

1. Scope. The scope of the Banner Version 7 to Banner 8 Upgrade and Implementation Services includes the following Banner ERP areas:

- Banner General
- Banner Student
- Banner Financial Aid
- Banner Finance
- Banner Human Resources

The primary goal of these Services is to assist the Solano Community College District with upgrading to the new software version and validate that the Banner ERP performs the functions in Banner 8 that the Solano Community College District has currently employed, has configured and has working in Banner 7.

Upgrade services include transferring all Version 7-current interfaces and integrations and making any changes necessary to maintain the integrity of the related business processes.

The secondary goal of these services is to implement the new Banner 8 features identified by the Solano Community College District and agreed to by SunGard Higher Education as required for the go-live.

Banner ERP System Implementation Services do not extend to non-SunGard Higher Education products which are not specifically identified in this Statement of Work.

2. Activities. SunGard Higher Education will perform the following activities:

2.1 Project Manager. The Project Manager will perform the following activities:

- Project Plan Development Assistance – SunGard Higher Education will assist with the planning to define the work breakdown structure, identify associated project tasks, deadlines for completion, critical milestones, and other tasks. The Solano Community College District will be required to identify individuals who will own each milestone and task.

2.2 Functional Trainer. The details of the Functional Trainer Activities are the same as those in Section III-B.4.2 with the addition of:

- Work with Solano Community College District to identify which Modifications and Scripts must be upgraded for compatibility with Banner version 8.

2.2 Remote Technical Consultant.

- Assist Solano Community College District technical staff with assessing the impact of the Banner 8 technical changes;
- Provide Solano Community College District technical staff with the information on the technical changes in Banner 8 (knowledge transfer); and
- Upgrade the Banner components of Banner interfaces with other systems as needed to continue operation with Banner 8.

3. Responsibilities. SunGard Higher Education will have the following responsibilities:

3.1 Functional Trainer Responsibilities.

The details of the Functional Trainer Responsibilities are the same as those in Section III-B.5.2.

3.2 Remote Technical Consultant Responsibilities.

- Provide Solano Community College District with templates to assist with assessing the impact of Banner 8 technical changes on Solano Community College District Banner modifications, enhancements and extensions.
- Conduct at least 2 technical briefings for the Solano Community College District's technical staff on the technical changes in Banner 8.
- Provide assistance with the upgrade of Banner interfaces with other systems as needed to continue operation with Banner 8.

4. Estimated Timeframe. Based on Solano Community College District's schedule, the approximate period during which these upgrade and migration Services will be provided is during a ten and one-half (10.5) month period, commencing within one and one-half (1.5) months from the start of the project, and ending no later than May 7, 2011.

5. Resources. SunGard Higher Education will provide the resources appropriate to perform the Activities and fulfill the Responsibilities specified in Sections III-C.2 and III-C.3 for this Service. Resources will be deployed as determined by SunGard Higher Education to support the timeframes specified in Section III-C.4.

6. Solano Community College District Responsibilities. In addition to the General Solano Community College District Responsibilities in Parts IV and V, the Solano Community College District will:

- Establish Banner 8 hardware and software environments; and
- Identify the new Banner 8 features to be implemented for the go-live, with assistance from SunGard Higher Education.

7. Conditions of Service.

- An overall CAL-B Baseline Project Plan with milestones and a specific timeline will be developed jointly by the Solano Community College District and SunGard Higher Education prior to beginning the implementation; and
- Baseline CAL-B Banner 8 features will be implemented. Modifications to the base system will only be considered through the appropriate mutually agreed upon change approval process. If the Solano Community College District approves changes in writing, then SunGard Higher Education will charge the Solano Community College District for the modifications at SunGard Higher Education's then-current standard rates then in effect at the time SunGard Higher Education renders the service.

III-D. Open Digital Campus Systems Post-Implementation Support.

Consulting resources are often needed immediately following the go-live. These consulting resources help the Solano Community College District handle day-to-day operational activities as they adjust to changes and overcome the learning curve associated with the transition to a new ERP. SunGard Higher Education provides Services to assist during the transition period by applying functional expertise to the many challenges of working with a new system.

1. Scope. SunGard Higher Education will provide Post-Implementation Support in the following Banner ERP modules:

- Banner
 - General
 - Finance
 - Human Resources
 - Student; including Accounts Receivable
 - Financial Aid
 - Advancement
- Luminis
- Operational Data Store (ODS) – Reporting
- PeopleAdmin

2. Functional Trainer Activities.

- Provide direction and training to staff on how to perform Banner functions as they relate to day-to-day office operations and as requested by the Solano Community College District Functional Team Leads;
- Participate in operational and planning meetings as requested by the Solano Community College District Functional Team Leads;
- Meet with the Solano Community College District Functional Team Leads to establish priorities, plan assignments and resolve issues;
- Assist with identifying possible areas for process improvement;
- Assist with clarifying business processes;
- Assist with developing report specifications; and
- Assist with planning and scheduling as it relates to Solano Community College District operations.

III-E. Application Management Services.

1. Definitions. The defined terms below are applicable to the Application Management Services described in this Section III-E.

1.1 "Work Order" shall mean and refer to the specific Work Order between SunGard Higher Education and Solano Community College District to which this Statement of Work is attached.

1.2 "Application" or "Applications" shall have the same meaning as Solano Community College District's Software.

1.3 "Application Home" shall refer to the specific set of software code, or software code tree, used for the process of running a specific Application.

1.4 "Application Configuration Administration" shall refer to the definition of and setting and adjusting of Application global, system, class, and/or user-specific defined data elements that affect the functionality or display of the Application, and for those which are modifiable only through vendor

delivered Application entry screens, forms, pages, processes or utilities for the Applications supported under this Statement of Work.

1.5 "Application Patch Coordinator" shall refer to a Solano Community College District named resource that performs the definition of and planning of the identification, timing, and location for Application patches and upgrades as requested or required by the Solano Community College District's user community.

1.6 "Application Security Administration" shall refer to the provisioning of global, class, and/or user-specific data entry forms, pages, processes, and reports, through baseline and delivered Application screens and utilities for that which are available, accessed, and run by end users and/or used by the Applications supported under this Statement of Work.

1.7 "Approve" or "Approval" shall mean and refer to Solano Community College District's sign-off by Solano Community College District's Contract Administrator (or his or her designee) as to deliverables under this Statement of Work that are tendered by SunGard Higher Education to Solano Community College District for its review and approval.

1.8 "Solano Community College District's Equipment" shall mean the computer and associated hardware owned or provided by Solano Community College District, and installed in Solano Community College District's Space, supported under this Statement of Work.

1.9 "Solano Community College District's Software" shall mean the Applications software of whatever sort that are purchased or licensed by Solano Community College District, or provided by SunGard Higher Education for Solano Community College District's benefit, and installed on Solano Community College District's Equipment, supported under this Statement of Work.

1.10 "Solano Community College District's Space" shall mean the Solano Community College District's physical location, data center or other space, which is used for the purpose of storing or housing the Solano Community College District's Equipment supported under this Statement of Work.

1.11 "Solano Community College District's System" shall mean Solano Community College District's equipment, software and data, which is installed on or resides on Solano Community College District's Equipment located in Solano Community College District's space, supported under this Statement of Work.

1.12 "Contract Administrator" shall mean and refer to a Solano Community College District designated representative who is responsible for the execution and administration of this Statement of Work for Solano Community College District.

1.13 "Database" shall refer to the physical data files tied to one or more Database Instances.

1.14 "Database Instance" shall refer to the logical set of resources (CPU cycles and allocated memory) and Operating System specific configuration files required to operate a Database.

1.15 "Lifeline" shall refer to a SunGard Higher Education provided VPN connection device using IPSec/3DES encryption technologies for secure communication between SunGard Higher Education's network and Solano Community College District's main campus network.

1.16 "Logical Partitioning or LPAR" shall refer to the sharing of physical Server hardware resources between different logical partitions each running their own independent Operating System.

1.17 "Normal Business Hours" are defined as 8:30 AM Pacific time to 5:00 PM Pacific time and exclude all SunGard Higher Education documented holidays.

1.18 "Operating System" shall refer to the software application required to make available the Server resources to Solano Community College District's Software.

1.19 "Server" shall refer to a single physical hardware device which is required to operate Solano Community College District's Software.

1.20 "Term" shall mean and refer to the "Service Period" as defined in the Work Order to which this Statement of Work is attached.

1.21 "Tier 1 Troubleshooting" shall be defined as that first level of support interaction which is required after an initial incident or problem request.

1.22 "Tier 2 Troubleshooting" shall be defined as that support which is required after the following has been performed or determined:

- Solano Community College District has performed typical and reasonable self-diagnostic and Tier 1 troubleshooting procedures;
- Solano Community College District has opened a support ticket with the appropriate application vendor customer support center who has determined that the Application is functioning properly;
- Application vendor has determined that the support request is not the result of user error or lack of proper user and Application interaction;
- Application vendor has determined that the support request is not due to functional Application configuration settings.

1.23 "UDC" shall refer to SunGard Higher Education Application software products licensed by Solano Community College District for installation and support under this Statement of Work.

1.24 "Virtual Machine or VM" shall refer to the sharing of a physical Server hardware resource between different Virtual Machines each running their own independent Operating System.

1.25 "VPN" shall refer to an encrypted, secure virtual private network pathway used for the purpose of remote connectivity.

2. Lifeline Secure Service. SunGard Higher Education will provide one Lifeline VPN connection device using IPSec/3DES encryption technologies for secure communication between SunGard Higher Education's network and Solano Community College District's System on its primary campus network. SunGard Higher Education shall make commercially reasonable efforts to secure the Solano Community College District's Software environment and Solano Community College District's data against unauthorized access.

2.1 SunGard Higher Education's Lifeline provides for secure access by SunGard Higher Education support teams in a consistent and predefined manner using VPN technology in order to quickly engage support.

2.2 SunGard Higher Education's Lifeline VPN access will be restricted to SunGard Higher Education personnel and will allow access only to Solano Community College District's designated Applications supported under this Statement of Work, within Solano Community College District's restricted space. This access path will be for the purpose of providing the services defined hereunder this Statement of Work in support of Solano Community College District's Software Applications installed within Solano Community College District's own campus network.

2.3 SunGard Higher Education will:

- Provide necessary hardware to enable Lifeline solution;

- Work with Solano Community College District staff to deploy Lifeline device to Solano Community College District's network;
- Work with Solano Community College District staff to define the specific Solano Community College District Equipment that are to be accessible for the support services per this Statement of Work;
- Maintain hardware and device operating systems, patches, and upgrades including preliminary testing of patches and upgrades in a test environment before deployment to production environments;
- Provide for user provisioning and de-provisioning centrally; and
- Monitor on a 24x7x365 basis the Lifeline system for availability.

2.4 Licenses & Ownership. Lifeline and its elements shall remain the property of SunGard Higher Education. Solano Community College District shall have no right, title or interest therein except as specified above. Solano Community College District shall keep the Lifeline Router (and other SunGard Higher Education-provided software to which Solano Community College District does not hold title) free and clear from all liens, including direct or indirect charge, encumbrance, security interest, legal process, tax-related claim or lien, or direct claim. Solano Community College District suggestions for new features or functionality of the Lifeline Service are the property of SunGard Higher Education. Repairs made to the Lifeline are property of SunGard Higher Education.

2.5 Solano Community College District Responsibilities. The Solano Community College District shall:

- Permit to be installed the Lifeline VPN device which must be installed as specified by SunGard Higher Education;
- Provide SunGard Higher Education with access to supported equipment as needed for configuration activities;
- Allow required firewall configuration changes for Lifeline Router authentication and access; and
- Provide access to appropriate network personnel and resources required for the configuration and installation of the Lifeline device.

3. **Information Security.** SunGard Higher Education shall make commercially reasonable efforts to secure the Solano Community College District's Software application environment and Solano Community College District's data against unauthorized access.

3.1 SunGard Higher Education will:

- Maintain, at Solano Community College District's request, Operating System based firewalls to protect Solano Community College District's Systems from unwanted and inappropriate access. Access through those firewalls may be set for only those services explicitly necessary for secure operation of and access to Solano Community College District's Application environment.
- Maintain a regular patch management practice, so that that newly released security related patches are applied to Solano Community College District's Systems within Solano Community College District's requested timeframes and maintenance windows.

3.2 Solano Community College District Responsibilities: The Solano Community College District shall:

- Agree that they will create, maintain, and enforce a Solano Community College District-specific information security policy which covers all aspects of the Solano Community College District's operations, to include at a minimum, user provisioning, acceptable-use, administrative, operational, and technical.
- Agree that they will share the Solano Community College District-specific information security policy in whole with SunGard Higher Education.
- Agree that they will provide for all appropriate roles, tasks, and job functions to support and administer the enforcement and execution of Solano Community College District-specific information security policies and requests.
- Understand that from time to time, software and hardware vendors may release Critical Patches for their solutions meant to resolve identified vulnerabilities. Solano Community College District must agree to not unreasonably delay application of software or hardware patches identified by SunGard Higher Education.
- Agree that they will provide SSL Digital Certificates to support the Internet facing services in support of Solano Community College District's Software Applications.
- Solano Community College District shall maintain adequate security controls to govern access to the Solano Community College District's System via the internet necessary for data privacy and confidentiality, data integrity, authorization, authentication and non-repudiation, and virus detection and eradication.

4. Administration Services. So long as the service level is not materially affected, SunGard Higher Education will use remote services to provide the Application Management Services described in this Section III-E.

4.1 Operating System Administration. SunGard Higher Education shall provide Operating System ("OS") Administration for the Operating System environments covered under this Statement of Work as defined herein.

As part of these Services, SunGard Higher Education will:

- Provide consultation with site staff on the initial hardware configuration at Solano Community College District's request.
- Install and configure the OS environments for systems covered under this Statement of Work.
- Perform local system level security administration for OS environments covered under this Statement of Work.
- Maintain exclusive access and control of "ROOT" level passwords to systems and devices under this Statement of Work.
- Test and install patches and updates made available from OS vendor for OS environments covered under this Statement of Work.
- Perform log review and analysis to determine the stability of OS environments covered under this Statement of Work.
- Perform capacity management functions for OS environments covered under this Statement of Work, including monitoring of capacity utilization.
- Provide for general assistance with various issues that arise on a day-to-day basis requiring system administration knowledge and experience.
- Provide Tier 2 troubleshooting and diagnostic support for systems covered under this Statement of Work.
- Troubleshoot and resolve operating system errors and failures either detected by site staff or via SunGard Higher Education deployed monitoring tools.
- Communicate and work with third-party vendors to resolve escalated issues as they arise.

Solano Community College District shall be responsible for:

- Maintaining active hardware maintenance agreements for all devices supported under this Statement of Work for the duration of the Service Period and name SunGard Higher Education as an authorized agent on these agreements.
- Maintaining active software maintenance agreements for all operating system environments supported under this Statement of Work for the duration of this Statement of Work and name SunGard Higher Education as an authorized agent on these agreements.

4.2 Database and Application Administration. SunGard Higher Education shall provide Database Administration ("DBA") and Application Administration for the Databases and Application Homes and environments covered under this Statement of Work as defined herein. Services are provided remotely through staff and resources provided by SunGard Higher Education. Based on SunGard Higher Education's experience with systems used in higher education, SunGard Higher Education's application resource team will provide technical support and administration so that the Solano Community College District's supported systems are operationally maintained.

As part of these Services, SunGard Higher Education will:

- Install and configure, as defined in Attachment 1, Database environments for vendor-specific systems covered under this Statement of Work.
- Install and configure, as defined in Attachment 1, baseline Application Home environments for vendor-specific systems covered under this Statement of Work.
- Upgrade and patch Database Application Homes, associated Databases, and Database Instances for vendor-specific systems covered under this Statement of Work.
- Upgrade and patch Application Homes and supported subsystems for vendor-specific systems covered under this Statement of Work.
- Use its standard practices upgrade methodology, which includes the application of upgrades and patches in testing environments prior to migration to work-in-progress or production environments, as requested by Solano Community College District and scheduled by SunGard Higher Education staff in coordination with onsite staff.
- Perform Database system level security administration for the Database environments covered under this Statement of Work.
- Perform Database and Application Home clones, system refreshes, or replications, for the supported environments covered under this Statement of Work when necessary to facilitate implementation or other testing activities based upon mutually agreed schedules not to exceed (2) requests per month. An automated cloning or refreshing process may be implemented using vendor-available technologies on a mutually agreed to basis if requested by the Solano Community College District.
- Maintain exclusive access and control of "DBA" privileged or super-user level passwords, to include those software Application accounts that require such access, to Databases, Database Instances, and Applications covered under this Statement of Work.
- Perform log review and analysis to determine the stability of the Databases and software application environments covered under this Statement of Work.
- Provide Tier 2 Troubleshooting and Diagnostic Support for the Databases, Database Instances, and Database Homes covered under this Statement of Work.
- Provide Tier 2 Troubleshooting and Diagnostic Support for the Applications, Application configurations, and Application Homes covered under this Statement of Work.
- Provide typical and reasonable assistance with various issues that arise on a day-to-day basis requiring Database and Application administration knowledge and experience for the Applications covered under this Statement of Work.
- SunGard Higher Education will perform monitoring, tuning, and adjusting of Database, Database Instance, and Application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on SunGard Higher Education standard practices for the Applications covered under this Statement of Work.

- Communicate with third-party vendors or other SunGard Higher Education business units to resolve escalated issues as they arise for the Applications covered under this Statement of Work.

The Solano Community College District shall be responsible for the following:

- Appoint or provide a user liaison that will coordinate and perform the Application Security Administration functions and duties as requested by the Solano Community College District for the Applications covered under this Statement of Work.
- Appoint or provide a user liaison that will coordinate and perform the Application Configuration Administration functions and duties as requested by the Solano Community College District for the Applications covered under this Statement of Work.
- Appoint or provide a single named user liaison that will perform the Application Patch Coordination role and inform SunGard Higher Education which Application patches and upgrades are requested, to which Database and Application Instances they will be applied, and the dates they are requested for the Applications covered under this Statement of Work.
- Provide for programming, analyst, and user liaisons to research, review, develop and/or correct custom Application code, data level problems, or data integrity issues for the Applications covered under this Statement of Work; to include:
 - Programming and Scripting – Programming or scripting which directly or indirectly reads or manipulates Solano Community College District's data or modifies Solano Community College District's Software Applications. This includes modifications to the delivered Application including vendor-provided batch and nightly processing and data integrity scripts, as well as integrations with other Applications.
 - Report Writing – Report writing using supported or unsupported reporting tools or through the native available Database or Applications languages.
 - Data research, analysis and troubleshooting – Troubleshooting of identified issues should be completed by either the Solano Community College District's technical resource or other Solano Community College District assigned technical resources.
 - Content Management – Creating, modifying, updating, publishing, and troubleshooting of Web, Portal, and Application Content for Solano Community College District's Systems supported under this Statement of Work.
 - Data manipulation – Programming or scripting which directly or indirectly manipulates Solano Community College District's data which resides in Solano Community College District's Databases. SunGard Higher Education will not manipulate Solano Community College District data using direct inserts, updates, or deletes, unless through an authorized vendor released upgrade or patch scripts.
 - Documentation Creation – Application functional or technical training, usage and configuration documentation pertaining to the supported Applications or underlying technologies.
 - Custom Development – Developing, modifying, or providing ongoing software maintenance for integrations, add-ons, bolt-ons, or other customizations to or from the supported Applications.
- Provide functional, technical, programming and user liaisons to provide Tier 1 or first level troubleshooting of Application issues and to communicate appropriately with the software vendor, including opening support contacts with the software vendor. Once the support contact has determined that further administration assistance or tasks are needed to be performed, SunGard Higher Education will engage to perform the requested task or process on the Solano Community College District's behalf.
- Provide functional, technical or other appropriate user liaison that will perform the function of the job and job stream management role, if applicable. This role will be responsible for creating, maintaining, and troubleshooting Solano Community College District's Systems Application jobs and job streams submitted either through the Application or in a supported scheduling system.

- Appointing or providing for any other Applications, roles, or job functions not supported under this Statement of Work as defined herein the necessary resources that will be responsible for all user functions, management and other Application required roles.
- Communicating any applicable Database or Application software standards and procedures for access to systems supported by this Statement of Work to participating students, faculty, staff and alumni.
- Providing all end user desktop and peripheral support for the Applications covered under this Statement of Work.

5. **Backups.** SunGard Higher Education will backup Solano Community College District's Systems supported under this Statement of Work in accordance with the following guidelines:

As part of these Services, SunGard Higher Education will:

- Install, configure, and validate Solano Community College District's enterprise-wide backup software agents as requested by the Solano Community College District for the Solano Community College District's Equipment supported under this Statement of Work.
- Install, configure, validate, and perform near-line (to disk) routine Database, and Application Data Store backup and recovery procedures as requested by the Solano Community College District for the Solano Community College District's Equipment supported under this Statement of Work.
- Coordinate with the Solano Community College District designated onsite backup and/or network administrator to facilitate timely backups and restores of the Solano Community College District's Applications and supported systems, so that the files and data resident on Solano Community College District's file system remains intact.
- Provide for backup provisions which may include the use of full, incremental, differential, exports, hot and cold Database backups, and various other forms of backups utilizing industry standard utilities and methods to promote effective Database recovery in the event of unplanned system failures.
- Perform emergency Database backup and recovery procedures such as database exports and various one-off Database restores. Emergency Database backups will be provided for as requested by the Solano Community College District.
- Promote integrity and recovery of the Solano Community College District's Systems supported under this Statement of Work by establishing appropriate backup procedures and regularly monitoring them to validate reliability.
- Work with the Solano Community College District to facilitate restore tests of system objects selected at random from server environments covered under this Statement of Work to validate backup practices.
- Work with the Solano Community College District to facilitate an annual restore of the production Database into a non-production environment to validate backup practices.
- Not be responsible for the accuracy of data in Solano Community College District's Databases, but shall only be responsible to appropriately back up the data in Solano Community College District's Databases, and Application data stores supported under this Statement of Work.

The Solano Community College District shall be responsible for the following:

- Install, configure, and manage Solano Community College District's enterprise-wide backup software systems.
- Acquire necessary hardware and software required to perform daily incremental or differential and weekly full system-wide backups of supported Solano Community College District Systems.
- Maintain active support and maintenance agreements with all hardware and software vendors for backup environment and name SunGard Higher Education as an authorized agent.

- Provide the necessary infrastructure, resources and personnel required for the setup, configuration, implementation, monitoring, and troubleshooting of file and system level or hardware backups.
- Provide a technical staff resource that will perform onsite backup/restore support activities as requested from time to time by SunGard Higher Education Application Management Services.

6. Systems Monitoring. SunGard Higher Education maintains a multi-layered monitoring system to provide information about the Solano Community College District's Systems and Application environment supported by SunGard Higher Education.

As part of these Services, SunGard Higher Education will:

- Monitor Solano Community College District's externally facing Application components and environments for availability for Solano Community College District's Systems supported under this Statement of Work.
- Begin appropriate remediation efforts when monitored Applications trigger alerts to SunGard Higher Education staff 24 x 7 x 365 when systems are unavailable or operating thresholds are reached.
- Monitor server hardware for Application and service availability.

The Solano Community College District shall be responsible to:

- Permit to be opened the site based firewall for a highly restricted set of access rules (single-port/IP) to allow the SunGard Higher Education based remote services monitoring tools access to the Solano Community College District's Systems supported under this Statement of Work.

7. General Conditions to Application Management Services. In order for SunGard Higher Education to provide the Application Management Services, Solano Community College District must:

7.1 Provide a Solano Community College District resource that will perform onsite "smart-hands" support activities as requested from time to time by SunGard Higher Education for such activities as system power cycles, inserting or changing installation media, and other reasonable tasks to allow SunGard Higher Education to provide its services supported under this Statement of Work.

7.2 Grant to SunGard Higher Education Application Management Services staff full, unrestricted, exclusive, administrator access to Solano Community College District's Systems supported under this Statement of Work.

7.3 Communicate applicable hardware and Application software standards and procedures for usage of and access to Solano Community College District's Systems supported under this Statement of Work to participating students, faculty, staff and alumni.

7.4 Provide timely notification (a minimum of 14 academic days) of upcoming events that will require Operating System, Database or Application system administration action. Large upgrade and installation projects and projects requiring end user testing and verification will require longer notification lead times, and SunGard Higher Education shall not be responsible for delays or failure to meet Solano Community College District's expectations if adequate lead time is not provided.

7.5 Be responsible for consulting with SunGard Higher Education for projects to establish requisite lead times.

7.6 Agree that they will assign an 8-hour weekly maintenance interval, during which time requested patches and other updates will be applied to Solano Community College District's Systems.

- 7.7 Agree to schedules for Solano Community College District's Systems maintenance and known production requests for hardware and software supported under this Statement of Work.
- 7.8 Provide end user desktop and peripheral support for Solano Community College District's Systems and Applications supported under this Statement of Work.
- 7.9 Not require the installation of software on Solano Community College District's Systems supported hereunder which software is not recommended by SunGard Higher Education and not related to the provision of the Application Management Services provided by SunGard Higher Education.
- 7.10 Not change system, Application initialization, or other administrative settings after being set by SunGard Higher Education. If changes made by the Solano Community College District result in additional labor expenses to SunGard Higher Education, Solano Community College District agrees to pay SunGard Higher Education for applicable additional services at SunGard Higher Education's then-current standard hourly services rates plus incurred travel and living costs.
- 7.11 Permit to be installed by SunGard Higher Education on Solano Community College District's Systems supported hereunder, the Applications and other necessary components as reasonably determined by SunGard Higher Education necessary to allow SunGard Higher Education to perform its services hereunder, or as otherwise agreed to in the Statement of Work.
- 7.12 Acquire necessary hardware and/or software as required by state or federal law to keep Solano Community College District legal with regard to licensed software or hardware used by Solano Community College District and Solano Community College District's staff and as used by SunGard Higher Education for the exclusive purpose of supporting Solano Community College District under this Statement of Work defined herein.
- 7.13 Pay for hardware and Application software and upgrades that are necessary to operate Solano Community College District's Systems to remain compliant with software or hardware vendors' support.
- 7.14 Permit and schedule required downtime for Solano Community College District's Software and underlying systems for upgrades and maintenance. Solano Community College District shall not require SunGard Higher Education to perform systems maintenance to the production or non-production systems while end users, staff, faculty, or other users are using the supported systems.
- 7.15 Name SunGard Higher Education as an authorized contact to act on Solano Community College District's behalf for hardware and Application software vendor maintenance contracts for the Solano Community College District's Systems, Equipment and Applications as listed in Attachment 1 attached hereto.
- 7.16 Provide testing and/or non-production environments for the administration of the supported Solano Community College District Systems pursuant to this Statement of Work.
- 7.17 Provide additional hardware required for the management and administration of the systems and Applications as necessary pursuant to this Statement of Work.
- 7.18 Provide access to available hardware and software support channels by means of websites, login credentials, or otherwise appropriate to research or troubleshoot identified issues, and provide SunGard Higher Education with a Solano Community College District ".edu" specific email address upon request.
- 7.19 Not require software upgrades and patches to be applied more than two (2) times for given software Application Home, Database Home, Database Instance, Database, Operating System or Server. Reasonable attempts will be made to accommodate in-progress activities, including implementation projects.

7.20 Not require Operating System, Database, and Application patches which are not directly related to identified security or Application vulnerabilities to be applied until discussions between SunGard Higher Education and Solano Community College District and that have determined to affect the Solano Community College District's business needs. Upgrades and patches which are not required for the Solano Community College District's typical and reasonable business needs will not be applied. Typically patches will be applied with "point releases" which contain a rollup of previously released patches.

7.21 Provide or bear the cost of customizations, code enhancements and system changes required to operate in the Solano Community College District's environment to the extent not provided through this Statement of Work.

7.22 Provide an out-of-band (alternate) method of Server access (terminal server or KVM).

7.23 Appoint a designated site liaison with whom the SunGard services team will primarily communicate.

7.24 Provide the necessary support resources that will be responsible for user functions, management and other Application required roles, for other Applications, roles, or job functions not explicitly supported under this Statement of Work defined herein.

8. Communication Procedures. Processes for communication between Solano Community College District and SunGard Higher Education support services.

8.1 Onsite Solano Community College District/Staff communication to SunGard Higher Education support services staff.

- All communications related to general service requests and problems should be directed to the SunGard Higher Education Support Center.
- All communications related to emergency service requests should be directed to the SunGard Higher Education Support Center via telephone, which number will be provided upon Application Management Services engagement.
- Escalation of any unresolved issues related to problems experienced with the SunGard Higher Education service solution should be directed to the SunGard Higher Education Account Manager.

8.2 SunGard Higher Education Staff Communication to Onsite Solano Community College District/Staff.

- Status reports and major/emergency issues reports will be directed to the designated onsite liaison (typically a Director of Administrative Computing).
- For all Solano Community College District initiated communications regarding general service requests, Application System support, or incidents, SunGard Higher Education will assign service support tickets to the appropriate services technician who will then contact the Solano Community College District point of contact via SunGard's service management system, email, or telephone as appropriate.
- For all SunGard initiated communications regarding Enterprise or Network Operations Center notifications and alerts, SunGard will provide outbound communications via SunGard's service management system, email, or telephone as appropriate and as described in the Solano Community College District's site specific operational support manual.
- Solano Community College District will provide appropriate contact information to SunGard Higher Education and inform SunGard Higher Education immediately upon changes to Customer contacts and contact medium.

8.3 Conference calls and planning sessions:

- SunGard Higher Education will participate in periodic planning sessions and conference calls not to exceed one (1), one (1) hour sessions per week.

9. 24x7 Central Help Desk for Emergency Support Services. The Central Help Desk is the second level of contact for emergency-only support calls made to SunGard Higher Education to engage Application Management Services support and/or to contact service delivery contacts as defined in this Statement of Work.

9.1 SunGard Higher Education will:

- Provide a US based toll-free phone number.
- Provide a point of contact available 24 hours a day, 7 days a week, 52 weeks a year, including site holidays for escalation of Application Management Services issues.

9.2 Limitations:

- The Emergency Central Help Desk does not provide end-user support for the Applications supported defined in this Statement of Work.
- The Emergency Central Help Desk does not replace or supplement the SunGard Higher Education Application Customer Support Center or other Application vendor Customer Support Center.

III-F. Banner Advancement Standard Implementation Services.

SunGard Higher Education will provide the following training and consulting services to Solano Community College District in support of Solano Community College District's implementation of the baseline Banner Advancement Baseline Component System ("Banner Advancement System"). A SunGard Higher Education manager will be responsible for coordinating the resources and schedules for the services.

1. SunGard Higher Education will provide product-related technical training to the Solano Community College District-assigned technical staff in the basic architecture and overview of the major tables, reports, and processes included in each major module of the Banner Advancement System; overview training in the Banner directory structure; and training in the primary database object creation scripts for each of the Banner Advancement System modules. Training will also include discussion of preliminary data conversion requirements. This session will generally include technical training in the following areas. The specific areas of training to be provided to Solano Community College District will be determined as part of the preliminary Project Planning activities.

- Review of data dictionary and referential integrity
- Examination of Banner Advancement System modules, including major forms, tables, reports, processes, directory structures, and contents
- Review system configuration: database server, Oracle, Banner
- Review product owners, general person tables, data dictionaries
- Naming standards, validation tables, constraints
- Advancement/Development System
- Key advancement tables by module
 - Constituent
 - Organization
 - Membership
 - Prospect Management
 - Designation
 - Solicitation
 - Campaign Processing
 - Pledge Processing

- Gift/Pledge Payment Processing
- Advancement database schematics and process flow diagrams
- Procedures, reports, processes, scripts
- Views and temporary tables
- Advancement interfaces to other Banner Baseline Component System(s)

2. SunGard Higher Education will provide a system and implementation overview in which the general plans and expectations for both the implementation team and for the assigned SunGard Higher Education resources will be discussed and guidelines for the implementation process will be established. In particular, the following topics will be covered in lecture format and hands-on exercises:

- Overview of the implementation process
- Review of the SunGard Higher Education organization
- Review of consultant/Solano Community College District responsibilities
- Introduction to the implications of rule and validation forms
- Overview of the concepts and functionality of each Banner Advancement System Module
- Discussion of how to relate current policies and procedures to the manner in which the Banner Advancement System works
- Discussion on the implications of shared tables/forms if other Banner systems have been or will be implemented
- Oracle/Banner terminology
- The definition, utilization, and maintenance of screens (application, query, validation, and rule forms)
- The use of the query function, on-line menus, and help features
- Navigation of the Banner Advancement System
- Discussion of shared data and the importance of institution wide policies and procedures

3. SunGard Higher Education will provide system education training and process consulting support on the features, functions, processing rules, operating cycles, and set-up requirements of the Banner Advancement System, anticipated to include training and process consulting support in the following areas. The specific areas and methods of training and process consulting support to be provided to Solano Community College District will be determined as part of the preliminary Project Planning activities.

Constituent and Organization Modules

- Discussion and demonstration of the interface between the Banner Student System and Banner Advancement System
- Discussion and demonstration of a common matching process within the Banner Advancement System, which establishes rules to prevent multiple records from being created for one individual
- Creating records with multiple names and ID numbers
- Discussion and demonstration of house-holding process, which allows the user to use one form to manage the addresses of multiple Banner records living in the same household
- Maintenance of biographic and demographic information for constituents, including:
 - Addresses, phone numbers, and general biographic information
 - Academic history
 - Relationship data
 - Employment information
 - Activities, and mailing, exclusion, and other special codes
 - Comments
 - Contacts
- Maintenance of demographic information for organizations, including:
 - Addresses, phone numbers, and general business information
 - Organization contact personnel

- Matching gift rules
- Activities and mailing, exclusion, and other special codes

Campaign and Designation Modules

- Discussion of various campaign structures and methods for tracking campaign information in the Banner Advancement System
- Creation and maintenance of campaigns
- Association of designations and solicitation data with campaigns
- Definition of Banner Advancement System designations
- Creation and maintenance of designations
- Link of Banner Advancement Development designations to Banner Advancement Funds – providing stewardship information
- Association of designations to Financial Aid data and recipients
- Designation accounting distribution and link to the Banner Finance System

Gift, Payment, and Pledge Processing

- Entry and maintenance of pledge information, including:
 - Conditional pledges and FASB compliance
 - Associating pledges with appropriate campaigns and designations
 - Pledges made by third parties
 - Tracking solicitation information for pledges
 - Tracking payroll deduction pledges via the interface with the Banner Human Resources System
 - Feeding pledge information to the Banner Finance System
 - Adjustment of pledge information
- Entry and maintenance of gift and payment information, including:
 - Associating gifts and payments with appropriate campaigns and designations
 - Payments made by third parties
 - Tracking solicitation information for gifts and payments
 - Associating payments with appropriate pledges
 - Tracking payroll deduction payments via the interface with the Banner Human Resources System
 - Feeding gift and payment information to the Banner Finance System
 - Adjustment of gift and payment information
- Entry and maintenance of matching gift, including:
 - Establishing matching gift companies and linking employees to these companies
 - Establishing institutional matching gift rules
 - Maintenance of corporate matching gift rules
 - Running the Banner Advancement System matching gift reports and processes
 - Manually creating anticipated and expected matching gifts
 - Entering matching gifts received from companies
 - Entering matching gifts as third party payments
- Entry and maintenance of data to support the completion of the Voluntary Support of Education survey.

Gift Societies and Acknowledgments

- Discussion of institutional policies regarding gift societies and recognition clubs
- Banner qualifying rules for gift societies
- Maintenance of society names for donors

- Discussion of institutional policies regarding acknowledgments and receipts for donors
- Creation and maintenance of the Banner Advancement System qualifying rules for gift and pledge acknowledgments and receipts
- Establishment of appropriate letters using the Banner Letter Generation Module

Solicitor Organizations (Staff and Volunteer Organizations)

- Discussion of institutional procedures for tracking solicitor and volunteer organizations
- Discussion and demonstration of various methods for tracking solicitor information in the Banner Advancement System
- Creation and maintenance of solicitor organization structures
- Application of solicitor organizations to campaigns, gifts, payments and pledges

Prospect Management

- Discussion of institutional policies and procedures for tracking prospects and prospect information.
- Creation and maintenance of prospect information, including:
 - General prospect information
 - Research data
 - Proposals and projects
 - Contacts, call reports
 - Strategic plans

Membership

- Discussion of institutional policies and procedures for tracking memberships and membership programs
- Creation and maintenance of membership programs and interests
- Creation and maintenance of membership qualifying rules
- Entry and adjustment of membership dues

Events Management

- Creation and maintenance of events and functions
- Scheduling functions and rooms
- Tracking invitees, attendees and participants
- Recording task assignments for an event or function

Population Selection, Letter Generation, Job Submission

- Discussion and overview of the standard reports and processes that are part of Banner Advancement Development
- Submission of reports and processes using Banner Job Submission
- Definition of the Banner Advancement System population selections and a discussion of the various ways population selections can be used
- Creation of population selections, manually or via rules
- Overview of the Banner Advancement System letter generation process
- Creation of letters, including all components of a letter such as variables, objects and paragraphs
- Extraction of information from the Banner Advancement System and merging that information into a word processing document

Advancement Self-Service

- Establishing appropriate rules and codes in Banner Advancement System to support the self-service functionality
- Establishing appropriate rules and codes in WebTailor to support Banner Advancement Self-Service
- Navigation and functionality contained in the Banner Advancement Self-Service product available for constituents to view and update
- Navigation and functionality contained in the Banner Advancement Self-Service product for staff members to view and update
- Assistance in data mapping for conversion purposes
- Assistance in data conversion strategy and planning
- Go-live support
- Remote solution validation support

4. SunGard Higher Education will provide the following in conjunction with the Banner Advancement Standard Implementation Services described above:

- Training materials, as appropriate and available, in the form of workbooks, presentations, and scenario exercises.
- Training, consulting, or session agendas, as appropriate, generally to be provide in advance of each SunGard Higher Education-led session.
- Trip report, provided after the conclusion of each SunGard Higher Education-led training or consulting session, summarizing the objectives and accomplishments of the session, relevant issues to be addressed, and tasks to be completed.

III.I

PART IV. GENERAL SOLANO COMMUNITY COLLEGE DISTRICT RESPONSIBILITIES

The following Solano Community College District Responsibilities apply to all Services included in this Statement of Work.

1. General.

1.1 Provide a Contract Administrator to perform the essential coordinating and management duties specified in this Statement of Work and act on tasks and resolve issues as expeditiously as possible.

1.2 Provide computing facilities, physical work location(s), office furniture and equipment (computers, pagers, cell phones, fax machines), telephone service, utilities, and other services as required to support Solano Community College District's technology initiatives.

1.3 Provide access to the Solano Community College District's staff, equipment and records necessary to enable SunGard Higher Education to perform the tasks under this Statement of Work.

1.4 Own, collect and enter data for Solano Community College District application systems as needed.

1.5 Support and maintain the mutually agreed upon advisory and planning structure for technology initiatives.

1.6 Provide funding for operations, capital expenses, and technology consistent with adopted technology initiatives as identified in this Statement of Work.

1.7 Negotiate in good faith with SunGard Higher Education for an increase in the contracted funding for personnel or adjust the level of services that cannot be reasonably provided within the staffing levels provided under this Statement of Work.

- 1.8 Provide training and appropriate technology for Solano Community College District's staff to perform their work.
- 1.9 Assign staff to participate in the analysis, planning, implementation, and verification testing phases of projects as required.
- 1.10 Facilitate and support training logistics and scheduling for departments.
- 1.11 Coordinate and monitor users' completion of project implementation tasks.
- 1.12 Provide timely notification to SunGard Higher Education of upcoming events that will have an impact on Information Technology scheduling and operations.
- 1.13 Implement and support compliance with all technology related policies.

2. Resources.

- 2.1 Identify a Technical Conversion Lead who will serve as the primary contact for the data integration and is responsible for Solano Community College District's contribution toward the parties' meeting the timelines set forth in the Baseline Project Plan and for the data cleansing of the legacy system data.
- 2.2 Identify a Coordinator who will serve as the primary contact for the scheduling and coordinating of Banner training, scheduling of training facilities, implementation of the "train the trainer" model for the Solano Community College District staff, and working with the Functional Team Leads for Solano Community College District based training needs.
- 2.3 Designate employees of the Solano Community College District to serve as members of the Project Management Team. The Project Management Team should include representatives of each business unit significantly impacted by the project and those with authority, or access to those with authority, over allocation and management of user resources.
- 2.4 Provide a permanent designated Project Management Team work area and training facility.
- 2.5 Provide reasonable work space, supplies and telecommunications sufficient for SunGard Higher personnel to perform their work in an efficient manner.
- 2.6 Provide reasonable use of Solano Community College District's software, data, networks, systems, and services as needed to perform the Services in this Statement of Work.
- 2.7 Provide reasonable access to Solano Community College District's personnel as needed to perform the Services in this Statement of Work.
- 2.8 Provide reasonable access to Solano Community College District's documents (e.g., policies, procedures, regulations, data, coding, etc) as needed to perform the Services in this Statement of Work.
- 2.9 Provide copies of Solano Community College District documentation on current business processes for legacy computer systems.
- 2.10 Provide reasonable access, response and contact information for vendors or third-parties as needed to perform the Services in this Statement of Work.
- 2.11 Provide appropriate training with respect to the Banner ERP System, basic computer skills training and appropriate technology for Solano Community College District's staff to perform their work.

2.12 Provide for user liaisons to research, review, and correct application and/or data level problems, configurations and data integrity issues to the extent not specifically provided for in this Statement of Work.

2.13 Solano Community College District will provide a subject matter expert to attend each Campus Training Session who will address institution-specific policy, procedure and business process questions.

2.14 Solano Community College District Functional Team Leads will be responsible for configuring the system with the input of the Solano Community College District Functional Team members and consulting from the SunGard Higher Education Functional Trainers. This process incrementally and iteratively builds specific rules, establishes table values and sets options for each Banner ERP System feature.

2.15 Solano Community College District is responsible for completing testing activities in a test environment. Upon satisfactory completion of testing activities, Solano Community College District must sign off in writing indicating the readiness to move to the pre-production or production environments.

2.16 Solano Community College District approves the training plan.

3. Management.

3.1 Appoint the Contract Administrator or his/her designee, with authority to make staff and financial resource allocation decisions for the Solano Community College District.

3.2 Implement, support and maintain the mutually agreed upon management, advisory, planning and reporting structure for the project, as set forth in the Project Charter.

3.3 Recognize that time is of the essence for establishing mutually agreed upon priorities and resolving issues with respect to delivery of the Services.

3.4 Recognize that target dates, as mutually agreed in writing by SunGard Higher Education and the Solano Community College District, are dependent on the ability of Solano Community College District's management, staff and third party consultants to timely complete mutually agreed upon assigned tasks related to implementation activities. SunGard Higher Education will not be responsible for failure to meet mutually agreed upon target dates due to Solano Community College District management, staff or consultant delays.

3.5 Make timely decisions based on Solano Community College District business processes, systems configurations, and any other required decisions reasonably requested by SunGard Higher Education necessary to the overall success of the project. Delays in Solano Community College District decisions or lack of communication by Solano Community College District of decisions may result in overall project delays for which SunGard Higher Education will not be held responsible.

3.6 Provide approvals on project plans, programming requirements, change scope requests, user acceptance test plans, and any other related documents reasonably requested and reasonably deemed by SunGard Higher Education to be necessary to the overall success of the project. Delays in Solano Community College District approvals may result in overall project delays for which SunGard Higher Education will not be held responsible.

3.7 Involve employees of Solano Community College District as needed to review planning documents.

3.8 With the input and recommendations of SunGard Higher Education, coordinate and monitor users' completion of project implementation tasks.

3.9 Facilitate and support training logistics and scheduling for Solano Community College District's departments.

3.10 The Solano Community College District Contract Administrator will have the following responsibilities:

- Work with the Solano Community College District Project Manager, SunGard Higher Education Project Manager, and SunGard Higher Education's regional management to validate that the Baseline Project Plan is reasonable and attainable within existing staffing and funding levels.
- Communicate to Solano Community College District's Executive Committee the scope of this Statement of Work and outcomes that can be expected; and
- Participate in the SunGard Higher Education quality assessment processes, such as Solano Community College District surveys, to provide feedback for continuous service improvement.

3.11 The Solano Community College District Project Manager will have the following responsibilities:

- Maintain reasonable communications with and among Solano Community College District constituencies regarding the Project Plan and progress towards that plan; and
- With the input and recommendations of SunGard Higher Education, coordinate and monitor users' completion of tasks.

4. Technical.

4.1 Solano Community College District will be responsible for cleansing legacy data prior to loading of the data into Banner.

4.2 Solano Community College District will perform data migration/conversion tasks in the timeframes specified in the Project Plan.

4.3 If Solano Community College District decides to implement a release version of the Banner System other than the versions which are specified in this Statement of Work, and the level of work to support the implementation to such other version is not substantially the same magnitude as the implementation of the current version, then there shall be a review of this Statement of Work and a mutually agreed upon amendment to this Statement of Work and the Services to be performed hereunder and a mutually agreeable adjustment of the fees charged for such revised Services.

5. Systems Management.

5.1 Provide hardware platforms for the Banner System that are certified by SunGard Higher Education and have the capacity to meet the requirements of the data conversion from the legacy system and to support the production environment of the Banner modules being installed.

5.2 Own, collect and enter data for Solano Community College District's application systems and perform user systems control responsibilities including entering data, verifying accuracy, and controlling access.

5.3 Provide the required campus wide network infrastructure to support the Banner System.

5.4 Provide the necessary desktop computers and printers to reasonably support the Banner implementation for Solano Community College District staff.

5.5 Provide remote access using SunGard Higher Education's Lifeline solution within 30 days after the Effective Date of the Work Order to which this Statement of Work is attached to the production and non-production servers, database environments, and applications during the entire implementation for SunGard Higher Education staff assigned to the project but located in other geographic locations.

6. Quality.

6.1 The Solano Community College District will be responsible for quality assurance and user acceptance testing.

6.2 The Solano Community College District will be responsible for insuring integrity of related data. The Solano Community College District is responsible for correcting data quality problems that impair the functionality of the queries and reports. The Solano Community College District will review the results of the test data loads for accuracy. If data integrity problems are encountered during data load testing then the Solano Community College District will review and correct the data problems in the source administrative system.

7. Contract Administration.

7.1 The Contract Administrator will work with SunGard Higher Education, and the advisory and planning structure to develop technology plans, including technology security plans.

7.2 The Contract Administrator will work with SunGard Higher Education to confirm that plans are reasonable and attainable within existing staffing and funding levels.

7.3 The Contract Administrator will communicate to the senior administrative personnel and the Steering Committee the scope of the Statement of Work. Maintain communications with and among Solano Community College District constituencies regarding technology plans and progress towards those plans.

7.4 The Contract Administrator will meet monthly with SunGard Higher Education to discuss technology and status of the services in place at the Solano Community College District.

PART V. GENERAL CONDITIONS OF SERVICE

The following Conditions of Service apply to all Services included in this Statement of Work:

1. General Conditions.

1.1 Services (excluding Application Management Services) are provided during Normal Business Hours. Normal Business Hours are defined as 8:00 AM Pacific time to 5:00 PM Pacific time, and exclude all SunGard Higher Education documented holidays, scheduled vacations, planned or unplanned sick time, and other approved absences from SunGard Higher Education. Normal Business Hours for Application Management Services are described in Section III-E of this Work Order.

1.2 Solano Community College District will maintain the Banner ERP System at a currently supported version.

1.3 Solano Community College District will operate the Banner ERP System on appropriately sized hardware capable of effectively supporting Solano Community College District's operations.

1.4 Solano Community College District will provide appropriate test systems comparable to the production systems for use in configuration and testing.

1.5 As part of the overall project, SunGard Higher Education may make project recommendations to Solano Community College District, or assign agreed upon tasks to Solano Community College District personnel assigned to this project. Should Solano Community College District not follow mutually agreed upon project recommendations, or should Solano Community College District staff not fulfill project assignments in a mutually agreed upon manner, project outcomes may be delayed for which SunGard Higher Education will not be held responsible.

1.6 Solano Community College District recognizes that target dates, as mutually agreed in writing by SunGard Higher Education and the Solano Community College District, are dependent on the ability of Solano Community College District's management, staff and third party consultants to timely complete mutually agreed upon assigned tasks related to project activities.

1.7 The Solano Community College District will provide or bear the cost of all customizations, code enhancements and system changes required to operate in the Solano Community College District's environment to the extent not provided through this Statement of Work.

1.8 Solano Community College District staff involved in this project in any way will adhere to all Solano Community College District policies and standards as part of the Solano Community College District-approved security plan, acceptable use policy, and other related policies.

1.9 SunGard Higher Education recommends that Solano Community College District staff involved in this initiative in any way will abide by recommendations designed to provide the Solano Community College District additional layers of security against compromise of Solano Community College District-owned data.

1.10 Changes to the implementation timeframes may result in additional charges, if the change has a material impact on SunGard Higher Education's ability to perform, and SunGard Higher Education will charge the Solano Community College District for its services at SunGard Higher Education's then-current standard rates in effect at the time SunGard Higher Education renders the service.

2. Conditions for Remote Technical Services.

2.1 SunGard Higher Education uses its standard practices (which shall be commercially reasonable practices) for analyzing, programming and enhancing the ERP application. This includes applying changes to a development environment, testing application modifications and conducting unit and integration level tests and obtaining customer signoff in writing before migration to production.

2.2 Communications relating to usage of or collaboration of development environments, refreshes to development environments and downtime associated with development or testing environments will be communicated to SunGard Higher Education Remote Technical Support staff.

2.3 Technical Services are provided remotely and do not include onsite services.

3. Conditions for Functional Trainer.

Onsite visits may require up to 4 hours for travel in each direction, 2 hours of prep time and 2 hours of follow-up time, per trip, per resource.

4. Transition Plan.

SunGard Higher Education will provide transition planning services that will include the following:

4.1 Transitional documentation created to prepare the Solano Community College District staff for the assumption of the duties and responsibilities of the Application Management Services.

4.2 Assistance in the selection process of Solano Community College District Information Technology Department staff, if requested by the Solano Community College District. SunGard Higher Education services will include resume screening, providing and reviewing position description responsibilities and tasks, and assisting in the interviews.

4.3 A transition of technical and project knowledge with Solano Community College District staff beginning 90 days prior to the expiration or termination of the Work Order to which this Statement of Work is attached.

4.4 A final SunGard Higher Education Status Report to be completed with the assistance of the new Solano Community College District Information Technology Department staff.

ATTACHMENT 1 TO EXHIBIT A

ENVIRONMENTAL AND TECHNOLOGY PROFILE

Client Name	Solano Community College	
Supported Applications	Banner UDC Suite	
Total User Population (Students, Faculty, Staff)	12000 Student	800 Staff
Supported Application modules		
Primary Application Modules	Banner	
Application Web Modules	Banner Self-Service and Internet Native Banner	
Portal Application/Edition/Version/Mail	Luminis Basic w/Gmail connector	
Third-Party Integrations	Discoverer, UC4, Resource25, Evisions, PeopleAdmin, Touchnet, Official Payments, Gmail	
State Modifications Support	CALB	
Limitations to Services		
Description	Quantity	Detail
Number of Servers	20	Redhat Linux
Number of Operating Systems	20	Redhat Linux
Number of Application Databases	5	Banner core DB
Number of Application Homes	4	Banner core
Number of Luminis/ODS Environments	3	Luminis Basic/ODS
Number of Other Application Environments	2	BDMS, eprint, etc
Database Configuration	Single Node	Single Node/Non-Clustered
Included OS/Application Environments		
	QTY	Operating System
Banner Core	4	RedHat Linux
Luminis Basic	3	Redhat Linux
ODS/EDW	3	Redhat Linux
ePrint	1	Redhat Linux
BDMS (Extender)	2	Redhat Linux
Discoverer	2	Redhat Linux
UC4 (Appworx)	2	Redhat Linux
Resource 25	2	Redhat Linux or Windows

ATTACHMENT 1 TO EXHIBIT A (CONTINUED)

ENVIRONMENTAL AND TECHNOLOGY PROFILE

Application Systems	Software	Implementation Status	Year installed
Student System	Banner		
Admissions	Banner		
Enrollment	Banner		
Academic History	Banner		
Degree Audit	DegreeWorks		
Financial Aid	Banner		
Accounts Receivable	Banner		
Portal	Luminis		
Finance System	Banner		
Budget	Banner		
General Ledger	Banner		
Accounts Payable	Banner		
3 rd Party Receivables	Official Payments		
Purchasing	Banner		
Other	PeopleAmin		
HR System	Banner		
Personnel	Banner		
Payroll	Banner		
Position Control	Banner		
Other			
Foundation System	Banner/iModules		
Other Systems	AppWorx, Evisions		

EXHIBIT B

FEEES AND PAYMENT SCHEDULE

	April '10- March '11 FY 1 12 Months	April '11 - May 7, 2011 FY2 1 Month and 1 week	Total
April	\$ 83,632	\$ 32,988	
May	83,632		
June	83,632		
July	83,632		
August	83,632		
September	83,632		
October	83,632		
November	83,632		
December	83,632		
January	83,632		
February	83,632		
March	83,630		
Annual Totals	\$ 1,003,582	\$ 32,988	\$ 1,036,570