

San Joaquin Valley College, Inc.  
SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (“Agreement”) is made as of January 1, 2021 (“Effective Date”), by and between Ember Education (“EE”), a division of San Joaquin Valley College, Inc. (“SJVCi”) and San Joaquin Valley College (“SJVC”), sometimes referred to herein as “the College”.

RECITALS:

- A. SJVCi owns and operates postsecondary proprietary schools, including but not limited to SJVC.
- B. SJVCi, through its shared services division EE, is capable of providing shared administrative services and support (“Shared Services”, as defined in Schedule A) to SJVC.
- C. SJVCi and EE are not responsible for SJVC:
  - a. institutional mission and strategy
  - b. resource planning
  - c. academic affairs (including curriculum, instruction and assessment)
  - d. student services (including admissions, student-facing financial aid practice, student advising and graduate placement), and
  - e. general campus operations.
- D. SJVC is willing to receive Shared Services from EE, and will periodically evaluate efficacy as per the service level standards articulated and measured in the EE Shared Services Operational Dashboard (“EE Ops Dashboard”) and Strategic Balanced Scorecard (“EE Balanced Scorecard”).

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SERVICES

EE shall provide on an ongoing basis, or cause to be provided, those Shared Services set forth in Schedule A to SJVC.

2. FEE

The fees due EE from SJVC for providing the Shared Services shall be established, from time to time, by the mutual agreement of the parties. All fees are subject to review and revision on a periodic basis.

3. TERM

The term of this Agreement will begin as of the Effective Date and will continue until a Terminating Event unless terminated earlier by any of the parties to this Agreement. A Terminating Event occurs at the time SJVCi no longer owns or operates SJVC either due to SJVCi selling the College or a cessation of business of SJVCi or the College.

4. INDEPENDENT CONTRACTOR

EE is and will remain at all times an independent contractor of the College in the performance of all Shared Services. EE shall hire, discharge and supervise all persons it deems necessary to carry out EE's duties under this Agreement. Such persons shall be deemed to be employees of EE or of their respective companies, as applicable, and not of SJVC. Such party shall be solely liable for payment of such employees' wages and benefits, as applicable, and for compliance with all applicable federal, state and local laws, rules and regulations relating to labor relations, terms, conditions and hours of employment, including civil rights laws, state unemployment compensation laws, worker compensation laws, and withholding of income tax laws.

5. CONFIDENTIALITY

The parties agree that all information provided pursuant to this Agreement by each party ("Disclosing Party") to the other party ("Receiving Party") is confidential and proprietary ("Confidential Information") and Receiving Party shall not use any Confidential Information for any purpose other than as permitted or required for performance under this Agreement. Except as otherwise provided herein, Receiving Party agrees not to disclose or furnish any Confidential Information to any third party without the prior express written consent of the Disclosing Party and to take all reasonable measures, including, without limitation, measures taken by Receiving Party to safeguard its own Confidential Information, to prevent any such disclosure by its employees, or agents. Nothing provided herein shall prevent Receiving Party from disclosing information which (i) becomes public through no breach hereof; (ii) is received from a third party without restriction; (iii) is independently developed by it without any of the information obtained in connection with this Agreement; (iv) is disclosed pursuant to a requirement of law; or (v) is already known to it. Notwithstanding the foregoing, each SJVCi entity may disclose any information that it, in its sole discretion, deems necessary or appropriate for purposes of complying with its public disclosure obligations or that relates to communications with investors, accreditors or regulatory agencies.

6. FERPA

The Parties are subject to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S. Code § 1232g), and to that end (a) EE is providing educational services to the College that it would otherwise have to provide for itself using faculty and staff; (b) each Party has a legitimate educational interest in the student Education Records disclosed under this Agreement; and (c) EE will be under the direct control of the College with respect to the use and maintenance of information from student Education Records to the extent necessary to carry out the terms of this Agreement. Furthermore, the Parties will work together to share student Education Records in a manner that best assures the protection of student Education Records from disclosure.

7. NOTICE

Any notice required under this Agreement shall be in writing and shall be deemed to have been duly served if emailed with a request for a Read Receipt to the party at the following e-mail addresses:

If to EE:                                 Joseph Holt, COO  
   JosephH@embered.com

If to SJVC:                                Nick Gomez, College President  
   Nick.Gomez@sjvc.edu

8. NO ASSIGNMENT

No party to this Agreement may assign or delegate to any third party its rights or obligations hereunder without the written permission of the other parties.

9. PERFORMANCE

No party in this agreement shall be responsible for delays, failures or constraints in performance resulting from acts beyond its control, including, but not limited to, acts of God, strikes, riots, acts of war, fire, communication line failures, or power failures. It is further agreed that the responsibility for performance if the duties stated herewith to be limited to those periods subsequent to the commencement of this Agreement.

10. GOVERNING LAW

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California, except as to its conflicts of laws provisions.


11. ENTIRE AGREEMENT

This Agreement and the schedules attached hereto contain the entire agreement of the parties. It is an agreement entered on the date hereof and supersedes all prior agreements and understandings, either written or oral, between the parties concerning the subject matter of this Agreement. This Agreement may not be changed orally, but only by an agreement in writing signed by each party to this Agreement.

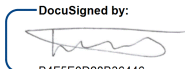
[the remainder of this page is left intentionally blank, signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, effective as of the date referenced above.

SAN JOAQUIN VALLEY COLLEGE, a  
division of San Joaquin Valley College, Inc.

By:   
Name: Nick Gomez  
Its: College President

EMBER EDUCATION, a division of  
San Joaquin Valley College, Inc.

By:   
Name: Joseph Holt  
Its: Chief Operating Officer

SCHEDULE "A"  
SHARED SERVICES

EE will provide the following administrative and support services to the College:

1. Human Resources
  - a. Talent Acquisition
  - b. Employee Benefits
  - c. Payroll Administration
  - d. Labor Law Compliance
  - e. Investigation and Dispute Resolution
  - f. Human Resources Information Systems Technical Structure and Resources
2. Compliance and Regulatory Affairs
  - a. Graduate Employment Verification
  - b. Admissions Quality Assurance and Compliance Shops
  - c. Consumer Disclosure Publication and Administration
  - d. Federal and State Approvals
  - e. Education Department Regulatory Compliance and Reporting
3. Marketing Communications
  - a. Creative and Production
  - b. Web Development
  - c. Organic Search Engine Optimization and Content Creation
  - d. Digital and Traditional Advertising
4. Growth and Development
  - a. Research and Analysis
    - i. Institutional and Programmatic Outcomes
    - ii. Job Market and Economic Data
    - iii. Demographic and Market Data
    - iv. Programmatic and Operational Regulatory Standards
    - v. Operational and Financial Models

- b. Project Management
- c. Operational Consulting
- 5. Information Systems
  - a. Database Management
  - b. Enterprise Network Security
  - c. Enterprise Network Infrastructure
  - d. Disaster Recovery
  - e. Identity Management
  - f. Institutional Reporting
  - g. Threat Protection
  - h. Server Administration
  - i. Data Integrations
- 6. Financial Aid
  - a. Financial Aid Processing
  - b. Compliance Reporting
- 7. Finance and Accounting
  - a. Enterprise Financial Planning
  - b. Financial Statement Preparation
  - c. Cash Management
  - d. Accounts Payable
  - e. Fixed Asset Management
  - f. Tax and Compliance Reporting
- 8. Real Estate
  - a. Lease Negotiations
  - b. Lease Administration
  - c. Facility Expansion / Footprint Reduction
  - d. Construction Project Management
- 9. Purchasing & Facilities
  - a. Vendor Selection and Administration

- b. Request For Proposal and Contract Negotiations
- c. Capital Purchases
- d. Facilities Support
  - i. Facilities Service Desk
  - ii. Contracted Maintenance
  - iii. Project Management

10. Legal

- a. Litigation Administration
  - i. Outside Attorney Retention
  - ii. Legal Process Management
  - iii. Legal Spend Administration
- b. Legal Hold Administration
- c. Real Property Lease Review
- d. Contract Preparation
- e. Contract Review and Legal Sign-off
- f. Contract Management
- g. FERPA Policy Administration
- h. Title IX Infrastructure Support
- i. Trademark and Copyright Administration
- j. Privacy Policy Development and Implementation
- k. Corporate Governance and Board of Directors Administration
- l. Multi-state Legal Monitoring
- m. Pre-lawsuit Employment Litigation and Resolution
- n. Render Legal Advice and Counsel