

# PROPOSAL FOR SERVICES



**TO:** William Garcia, Vice President, Student Services  
**FROM:** Patrick McPeak, Maxient LLC  
**DATE:** March 27, 2019  
**RE:** Estimate of Work for Chabot-Las Positas Community College District (“CLPCCD”)

**THIS PROPOSAL IS VALID FOR 45 DAYS FROM THE DATE LISTED ABOVE**

## WHAT IS MAXIENT?

Maxient LLC is a Charlottesville, Virginia-based company that has spent the last decade dedicated to providing software that enhances the equitability and efficiency of higher education student conduct processes. Its sole product, *Maxient’s Conduct Manager* (often just called “Maxient”), is a fully web-based solution for managing the processes and records related to student behavior. This includes traditional conduct/discipline, behavioral intervention/threat assessment, housing-initiated incidents, academic integrity, Title IX, and as a component of early alert efforts. *Conduct Manager* can interface with virtually any commercial or homegrown student information system to provide the most up-to-date demographic and scheduling data for students moving through the process. More than just a database, Maxient’s software enables online incident reporting, potentially through multiple, customized reporting forms; streamlines the production of letters to students and parents and notification to campus partners, including emails which can be confirmed received; produces detailed reports instantaneously; and allows an office to become as paperless as desired. Additionally, Maxient is the only software company to offer a secure network for optionally sharing student conduct records among member institutions on a need-to-know basis in compliance with FERPA. As more peer/neighborhood institutions join the Maxient Network, this feature can add value to the software at no additional cost to participating institutions.

Maxient’s software is offered under a model commonly referred to as “software as a service” (or “SaaS”). This means that both the software and the institution’s data are housed at Maxient’s secure hosting facility. It eliminates the need for the institution to install, manage, support, or upgrade any hardware or software at its site; and allows Maxient to rapidly upgrade the application in response to changing needs. SaaS has become an increasingly common way for colleges and universities to enjoy the benefit of cutting edge software with only a minimal upfront cost. More than 800 colleges and universities use Maxient’s software every day to manage their conduct processes.

## WHAT CAN MAXIENT DO FOR OUR SCHOOL?

During an online demonstration on March 27, 2019, we discussed the features of Maxient’s software and the unique needs of CLPCCD. Based on that discussion, other information provided, and our experience of success with similar institutions with similar needs, Maxient proposes to build a unique instance of its software for CLPCCD. This assumes a standard implementation (discussed in detail, below), including online incident reporting, one-way integration with CLPCCD’s Banner system, migration of legacy data from Excel, and an on-site training for CLPCCD’s users conducted by Maxient staff.

## WHAT DOES THE PROCESS LOOK LIKE, AND HOW LONG WILL IT TAKE?

Implementing Maxient’s *Conduct Manager* at CLPCCD would occur as described in the chart below. Note that all costs related to the steps of this process are detailed in the section that follows.

## DESCRIPTION, RESPONSIBILITIES, AND TIMELINE

### THE STARTUP PACKET

This phase is designed to provide Maxient with a clear idea of how student conduct, behavioral intervention, academic integrity, threat assessment, Title IX, and other relevant processes currently operate at CLPCCD. It allows Maxient to customize the software to those processes, and identify areas that could be improved with the software.

CLPCCD is asked to complete a Maxient Startup Packet, which among other things requests:

- A flowchart of the existing processes, diagramming how cases arise, options for adjudication/resolution, routes of appeal, and actions/outcomes;
- Copies of all letters and forms currently used (e.g., incident reports, case resolution forms, file update notes, etc.), as well as a copy of the student code of conduct.

It is essential that CLPCCD complete the Startup Packet. The information collected within it forms the blueprint for the system that Maxient will build, and any delay in the return of the packet will result in a delay to the remainder of the setup process.

During this phase, decisions will be made by CLPCCD and Maxient together regarding which configurable options will best meet CLPCCD's current needs (e.g., centralized tracking of overdue sanctions vs. tracking by hearing officer, online incident report format, etc.).

**TIMELINE:** The packet is sent by Maxient to CLPCCD electronically, during or immediately following a kickoff call scheduled upon receipt of a signed service agreement. The time required to complete the Startup Packet depends entirely on CLPCCD, but in general, most institutions take approximately one to two weeks.

### SYSTEM DESIGN

From the information gathered in the Startup Packet, Maxient will develop a customized installation of the software for CLPCCD. Being able to gauge the amount of time it anticipates it will need in order to complete CLPCCD's new system, Maxient will also offer CLPCCD available dates for an on-site training that will allow for the system to go live no later than eight weeks following Maxient's receipt of CLPCCD's completed Startup Packet.

**TIMELINE:** This step takes approximately four weeks following receipt of the Startup Packet.

### SIS/ERP INTEGRATION

Maxient will work with CLPCCD's IT department to implement the process for securely drawing necessary fields from CLPCCD's Banner system into the Maxient software. They will also work together to establish a connection between Maxient and CLPCCD's single sign-on system (e.g., LDAP, AD, Shibboleth, etc.), if requested. CLPCCD's responsibility during this step will primarily be focused on facilitating communication between Maxient and its IT department.

**TIMELINE:** This step runs concurrent with the System Design step.

### LEGACY DATA MIGRATION

If requested, Maxient will work with CLPCCD to migrate existing electronic conduct records from its Excel system(s) into its new Maxient installation.

**TIMELINE:** This step often runs concurrent with the System Design step, however, some institutions opt to defer the migration until after Deployment. Doing so eliminates a potential gap between ceasing to use the old system and starting to use Maxient.

### ON-SITE TRAINING & USER TESTING

Maxient will conduct a one-day training session on CLPCCD's campus for an unlimited number of staff members. CLPCCD will have the option of including all potential users, or following a "train the trainer" model. The training will be conducted on CLPCCD's live system, allowing an opportunity to ensure it is providing the intended functionality and to correct any errors. At the conclusion of the training, CLPCCD may opt to go-live immediately or define a period of testing prior to Deployment.

**TIMELINE:** This step is generally completed no later than eight weeks following completion of the Startup Packet, subject to reasonable cooperation in scheduling.

### DEPLOYMENT

Following the training, implementation is complete and the system is officially launched. Maxient staff will be available to resolve any "getting started" glitches with telephone, email, and help desk support as part of the ongoing service.

## HOW MUCH WILL ALL OF THIS COST?

The costs for CLPCCD's Maxient system will be exactly as follows:

<p style="text-align: center;"><b>SETUP FEE</b></p> <p>The Setup Fee only occurs one time, at the beginning of services, and covers all upfront costs related to implementing CLPCCD's new system. This includes the time and efforts of Maxient staff to build the system, provide any assistance with the integration of CLPCCD's Banner, migration of legacy data from Excel, and travel to/from campus to provide an on-site training for CLPCCD's users.</p>	<p style="text-align: center;"><b>\$7,000.00</b></p> <p style="text-align: center;">ONE-TIME ONLY</p>
<p style="text-align: center;"><b>ANNUAL SERVICE FEE</b></p> <p>The Annual Service Fee is the ongoing subscription cost for continued use of CLPCCD's Maxient system. It covers all server and software maintenance, data storage and bandwidth, nightly encrypted off-site data backups, and updates as the software improves. More importantly, it means <u>unlimited use</u> (i.e., as many records, with as much data in them, as needed) for <u>unlimited users</u> (i.e., as many staff accounts in the system as CLPCCD wishes), and <u>unlimited software support</u> (via phone, email, or the online help desk within the system).</p>	<p style="text-align: center;"><b>\$9,000.00</b></p> <p style="text-align: center;">PER YEAR</p>

... That's really it.

There is certainly a lot that can be done with Maxient, just not a lot that can be bought. **Maxient does not make or sell any modules, components, parts, pieces, add-ons, or other separate excuses to charge its clients more for what it knows is already needed.**

Under a standard Maxient service agreement, the Annual Service Fee is guaranteed to increase no more than 8% in the year immediately following the initial term. An institution may opt for an initial term as short as one year, or as long as preferred. For schools interested in budgeting with foresight, signing a multi-year agreement means that the Annual Service Fee is fixed for the duration of the agreement and will not increase, regardless of fluctuations in operational costs to Maxient. Moreover, Maxient is familiar with higher education budgeting processes and constraints, and will gladly work with CLPCCD to make the fee structure work for it. If desired, an initial lump sum payment can be arranged on a multi-year service agreement in order to lessen the Annual Service Fee in subsequent years. This may help make use of limited-time funds or better position CLPCCD to plan for funding uncertainties in future years.

## ARE THERE OTHER SCHOOLS LIKE OURS USING MAXIENT?

While there probably isn't any other school quite like CLPCCD, the following institutions are among the colleges and universities with which Maxient works, and which have any combination of similar location, structure, size, or other basis for comparison to CLPCCD. For your convenience, each referenced institution is accompanied by contact information for a staff member who may be able to answer questions about how Maxient is working there:

### **El Camino College**

Contact: Greg Toya, Director of Student Development, (310) 660-3593, [gtoya@elcamino.edu](mailto:gtoya@elcamino.edu)

### **Foothill College**

Contact: Sean Bogle, Dean of Student Affairs and Activities, (650) 949-7389, [boglesean@foothill.edu](mailto:boglesean@foothill.edu)

### **California State University, Fresno**

Contact: Jamie Pontius-Hogan, Director of Title IX and Clery Compliance, (559) 278-5357, [jphogan@csufresno.edu](mailto:jphogan@csufresno.edu)

### **Sonoma State University**

Contact: Sarah Clegg, Director of Title IX & HR Compliance Services, (707) 664-2480, [cleggs@sonoma.edu](mailto:cleggs@sonoma.edu)

### **University of San Francisco**

Contact: Ryan Garcia, Director, Office of Student Conduct, Rights and Responsibilities, (415) 422-5274, [rdgarcia@usfca.edu](mailto:rdgarcia@usfca.edu)

## SO HOW DO WE GET STARTED?

If CLPCCD is ready to work with Maxient, that partnership can be formalized by signing a service agreement. The offer expressed in this document will be reflected formally in the standard Maxient service agreement, which Maxient will provide to CLPCCD upon request. Once signed, the service agreement will legally control the delivery and continued provision of services, a Startup Packet will be on its way to CLPCCD's staff, and the process of building CLPCCD's new Maxient system will begin.

Maxient's single corporate focus on conduct tracking software, coupled with its knowledge of the field, intuitive product design, and impeccable customer service reputation represents the best value in the marketplace today. Maxient firmly believes that CLPCCD can realize immediate and long-lasting benefits from its software, resulting in an investment that will pay for itself time and again. The opportunity to provide a demonstration was appreciated, and it is Maxient's sincere hope that this proposal marks the beginning of a mutually beneficial partnership with Chabot-Las Positas Community College District.