

#### Board of Trustees Agenda Item

Complete and submit this form, along with any supplemental documentation, to the Office of the President by 5:00pm on the seventh day prior to the Board meeting.

Date of Board Meeting: December 17, 2021

POLICY DB (LOCAL)

08/01/2020

**Subject:** Approve the agreement submitted by Columbia Advisory Group (CAG) to temporarily provide a Chief Information Officer (CIO) for the College.

**Recommendation:** Approve the agreement submitted by Columbia Advisory Group (CAG) to temporarily provide a Chief Information Officer (CIO) for the College.

Background and Rationale: The Board authorized the College to begin a search for an interim Chief Information Officer last month. The College solicited and received information from 3 vendors: Strata Information Group, Columbia Advisory Group, and TrueNorth. Both Strata Information and Columbia Advisory currently have cooperative purchasing contracts in place that would allow us to sign an agreement without going out for formal bids. Following discussions with these vendors, Columbia Advisory Group was the only vendor that would be able to provide a qualified <a href="Texas based">Texas based</a> candidate. The cost of their proposal was compared to Strata Information's cooperative contract to establish cost comparisons. Strata's cost was \$170/hr plus travel, while Columbia's was \$157/hr plus travel expenses. We would recommend acceptance of the Columbia Advisory Group's agreement to provide a CIO at a monthly cost of \$25,000 plus travel & lodging. (estimated at \$4,000 month) The initial term of the agreement is six (6) months. Additional three (3) month terms may be added. After the initial term, either party may terminate the agreement by giving the other party a written sixty (60) day notice to terminate the agreement.

Cost and Budgetary Support: \$174,000 ARP Grant Funds	0.00 for first 6 months		
Strategic Priority Alignment:	☐ Student Success☐ Resource Optimizatio	☐ Community Impact  If Institutional Excellence	
Resource Person(s):			
Dr. Amanda Allen, Vice President of Planning, Institutional Effectiveness, and Institutional Research Leigh Ann Collins, Vice President of Instruction Bryce D. Kocian, Vice President of Administrative Services Philip Wuthrich, Director of Purchasing			
Signatures: A Company of the Company	und	Mologon Date	
Cabinet-Level Supervisor		12/10/2021 1016/07 Date	
President's Approval:		10-10-5-1	
President		Date	



# Statement of Work Interim CIO

12/9/2021



Columbia Advisory Group 17950 Preston Road, Suite 380 Dallas, Texas 75252 www.columbiaadvisory.com



# Wharton County Junior College – Interim CIO Statement of Work – Exhibit A

This Exhibit (the "Exhibit") is executed as of December 9, 2021, between Columbia Advisory Group, LLC ("Columbia Advisory Group" or "CAG"), and Wharton County Junior College ("Client" or "WCJC") and is subject to the terms and conditions of the E&I Cooperative Contract # CNR01469.

### Statement of Work for Wharton County Junior College

- 1) Effective Date; Term: The term of this Exhibit shall commence as of January 5, 2022 (the "Effective Date") and shall continue to June 30, 2022. The term of this Exhibit shall have the option to renew upon written agreement by both parties for four (4) additional three-month terms, unless terminated earlier by either party giving 60 days written notice to the other.
- 2) Exhibit A Columbia Advisory Group and Client agree and acknowledge that this Exhibit A represents a good faith effort to identify the Services to be provided, and the scope of work constituting the Services. If during the course of this engagement additional tasks or responsibilities are required and/or requested by the Client to be added to the Services, both parties will follow then current Change Management procedures in Section V below.
- 3) Scope of Work The purpose of this Exhibit is to provide Client with Interim Chief Information Officer Services. Columbia Advisory Group will provide such services in support of Client operations, with the scope as described below ("Services").

Columbia Advisory Group (CAG) will provide Wharton County Junior College (WCJC) with a Texas-based interim resource to serve in the CIO role and to assist in locating a permanent CIO resource. Specifically, as part of the project, Columbia Advisory Group will provide:

- Facilitation of communication with senior leadership
- Management of the university's IT budget
- Oversight of IT delivery, including management of ongoing IT upgrades and projects
- Management of IT vendor interactions
- Facilitation of IT steering committee meetings and evaluation of current IT committees and committee structures
- Identification and Management of IT performance metrics
- Management of capital expenditures for IT
- Facilitation of communication with academic leadership on IT concerns



- Development, evaluation, and execution of milestones in the IT roadmap
- Management of IT staff at the university, assessment of current skill levels and identification of professional development needs
- Other applicable duties as assigned
- Assist with transition of incoming permanent CIO as needed
- 4) Special Projects or Add on Services Columbia Advisory Group will provide separate Statements of Work to support any special project or additional service needs that Client may express that are beyond the scope of the Services defined herein.
- Scope Changes The Scope of Work is defined as the requirements to be performed by Columbia Advisory Group. Based on the Scope of Work, Columbia Advisory Group is able to estimate the time, resource needs, and cost of that engagement. If the Scope of Work changes at any point during the term of this Exhibit, Columbia Advisory Group will need to adjust the time and resources assigned to the engagement, resulting in an increased or decreased cost to the Client. If a change to the Scope of Work is requested by Client during the delivery of the engagement, Columbia Advisory Group will provide Client with a time and cost estimate for the new scope via a Change Order form or separate Statement of Work. Client will have the final determination as to which scope changes should be completed by Columbia Advisory Group and which should be postponed to a later date or altogether dismissed. No changes in scope will be accommodated unless the Client has approved the change and any potential increase in schedule and cost in writing.
- 6) Fees for Services. Fees are as outlined below.
  - Consulting Services (Interim Chief Information Officer) Monthly consulting services up to 160 hours: \$25,000.
  - The recruiting fee for sourcing a full time CIO is 25% of the first year's base salary. If CAG is selected to provide WCJC with the Interim CIO, then the recruiting fee will be reduced to 20%.
  - Work for this project will not begin until CAG receives a signed agreement, regardless of timeline.

#### 7) Expense Reimbursement

- CAG will invoice any expense incurred on behalf of Client and will provide copies of receipts documenting these expenses upon request.
- Business related travel, lodging and/or meal expenses will be reimbursed by Client according to the State of Texas rates, rules, and regulations (https://fmx.cpa.state.tx.us/fm/travel/travelrates.php).
- CAG is required to submit all travel receipts when requesting reimbursement. Under no circumstance will CAG be reimbursed for alcohol purchases.
- State travel rates are subject to change without notice and will be adjusted accordingly.
- Mileage rates will be calculated from point to point (place of business/job site).
- 8) Assumptions The following assumptions apply. Any changes to these assumptions will result in a scope



change under Section V above.

- Columbia Advisory Group will have access to Client's operating documents relevant to the Services;
- Client is responsible for making key individuals available to Columbia Advisory Group to conduct meetings, forums, conference calls and presentations with respect to the Services;
- Client personnel will be sufficiently dedicated to the engagement so as to make achieving assigned tasks and responsibilities feasible and reasonable within the constraints of the Exhibit;
- CAG will be operating under the direction of Client. As part of the Services, CAG may make recommendations and provide advice to Client as part of the Services, but decision and direction will reside with Client.
- CAG will make commercially reasonable efforts to ensure that Services provided to Client are
  in compliance with applicable State of Texas Administrative Code (TAC) 202 standards, PCI
  security standards, and/or other applicable standards such as FERPA, copyright laws.
  Additionally, CAG will make commercially reasonable efforts to comply with the Client's
  applicable rules and standard administrative procedures, provided that such rules,
  procedures, policies and regulations are provided to CAG in writing.
- The scope of the Services is as defined in this Exhibit, or as subsequently adjusted by formal written mutual agreement between Client and Columbia Advisory Group;
- A clear escalation process will be established and agreed upon prior to engagement kick-off;
- Client is responsible for providing all hardware, software, and systems for Client's IT environment, other than the IT tools provided and used by CAG to deliver the Services; and
- The monthly price of \$25,000.00 per month is based on the current services provided and does not include hardware or software which will be provided by "Client". The price is subject to change to reflect changes in scope and requirement following procedures noted in Section V, Scope Changes.

## Acceptance

Start Date: January 5, 2022 End Date: June 30, 2022

This Statement of Work and Agreement will be executed under the E&I Cooperative Contract # CNR01469.

In Witness Whereof, the parties have caused this Statement of Work to be executed by their duly authorized representatives.

Columbia Advisory Group	Wharton County Junior College
Ву:	Ву:
Date:	Date:
Name:	Name:
Title:	Title:

