

**WASHTENAW COMMUNITY COLLEGE  
CONSULTANT/INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into this 9th day of March 2018, by and between Washtenaw Community College, Ann Arbor, Michigan (hereinafter "College"), and CampusWorks Inc. (hereinafter "Contractor").

Description of Service to be provided: CIO, CISO and Technology Resources services as described in **Schedule A**, which is attached to and made part of this Agreement.

Responsible College Administrator: President Dr. Rose Bellanca and Bill Johnson

College Area/Office: Information Technology \_\_\_\_\_ FOAPAL: 23310/7210

Service period begins: March 12, 2018 Service period ends: March 31, 2020

Procedure for the measurement of completion for this service shall be determined by the Responsible College Administrator, named above, or his designee

Total compensation is not to exceed \$ 1,555,136 as described in **Schedule B**. Payment(s) to be made per the payment schedule in Schedule B. Payments will be made payable to CampusWorks Inc.

Final payment is contingent upon satisfactory completion of the services as determined by the responsible College Administrator.

**Terms of Agreement:**

1. Contractor represents and agrees that Contractor offers and provides similar services to the general public or to entities and institutions other than the College. There is no continuing employment relationship with the College, and Contractor has no expectation of any further employment beyond the services specified herein.
2. Independent Contractor. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is nor has been the agent, employee or servant of the other, and each is responsible only for its own conduct. The relationship of the Consultant to College is and shall continue to be that of an independent contractor, and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Contract or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Consultant hereby agrees to hold

College harmless for any such claims by it or its associates, and any cost or expense related thereto.

3. Contractor agrees that the College has no obligation to withhold federal or state income taxes, and that Contractor is solely responsible and liable for payment of any such taxes.
4. Unless otherwise modified by contract, Contractor shall have full control and supervision of the design, detail, manner, and method of performance of the services specified herein. Unless specified herein, Contractor shall have the further right to set, in consultation with the College, the hours of work when the services are performed, and shall furnish all materials to be used in connection with the services.
5. Contractor agrees that, in the performance of the above services for the College, Contractor will abide by all applicable state and federal laws and regulations. Contractor agrees that Contractor will not discriminate on the basis of race, color, ethnicity, gender, religion, height, weight, age, or disability. Contractor agrees to provide reasonable accommodation to qualified persons with disabilities when requested.
6. Conflict of Interest. Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict between the business or financial interest of Contractor, its employees and their families and Contractor's services under this Agreement, and in the event of change in either such interests or services under this Agreement, Contractor shall promptly inform the College regarding possible conflict of interest which may arise as a result of such change.
7. Indemnification. Contractor shall indemnify, defend and hold harmless the College, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of Contractor, its agents, officers or employees, or otherwise arising out of or in connection with Contractor's performance under this Agreement.

College shall indemnify, defend and hold harmless the Contractor, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of College, its agents, officers or employees, or otherwise arising out of or in connection with College's performance under this Agreement.

#### 8. Patents and Copyrights

- (a) In the event any invention or discovery is made by Consultant in connection with the Contract, Consultant agrees to assign all rights, title and interest in said invention or discovery to College, and Consultant shall furnish College with complete information with respect thereto and College shall have the sole power to determine whether and where a patent application shall be filed and the disposition of title and all rights under any

application or patent that may result. Consultant will, at College's expense, execute all documents and do all things necessary or proper with respect to such patent applications.

(b) Whenever any copyright is secured in connection with the publication of the results of research financed by the Contract, title and all rights to such copyright will vest in College and Consultant agrees to assign to College all right, title and interests in any copyrightable materials developed pursuant to this Contract.

(c) If this Contract is funded under a Government Prime Contract or Grant which provides a different disposition for Items A and B above, the government contract or grant will govern.

9. Amendments and Waivers. No change or modification of any part of this Agreement, including any change or modification to this paragraph, shall be valid unless it is in writing and signed by both College and Contractor. No waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the party making the waiver.
10. Agreement Not Assignable. This Agreement shall not be assigned or assignable, nor shall it be delegated by either party without the prior express written consent of the other party.
11. Governing Law. This Agreement is a Michigan contract and shall be governed by the laws of the State of Michigan.
12. Severability. The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements either oral or in writing between the parties with respect to this subject matter. Furthermore, all policy statements, manuals or documents issued by College shall be interpreted in a manner consistent with the terms of this Agreement or, if such statements, manuals, or documents are inconsistent with this Agreement, the terms of this Agreement shall control.
14. Non-Solicitation. Beginning on the commencement of the contract and continuing for a period of eighteen months from the termination of this Agreement, College shall not, without Contractor's prior written consent (which consent may be withheld at Contractor's sole discretion), enter into any contract (including, but not limited to, an employment contract, outsourcing contract or consulting contract) with (i) any employee, contractor or former employee of Contractor who performed work under this Agreement ("Contractor employee") or (ii) any person, firm, corporation or enterprise by which the Contractor employee is employed or with which such Contractor employee is affiliated (including, but not limited to, as a consultant, shareholder, partner, officer or director) ("Contractor employee's new firm"), whereby the Contractor employee or Contractor employee's new firm would provide College all or part of the services. Notwithstanding any language to the contrary contained herein, the terms of this non-solicitation provision shall not apply to any person employed by the College on the contract commencement date.

15. Limitation on Liability, Representation, Insurance.

(a) Contractor shall not be liable for the performance of College staff, either supervised directly by College or Contractor management, or by working in conjunction with Contractor professional staff during this engagement, except to the extent attributable to or caused by the negligence or willful misconduct of Contractor employees.

(b) In light of (1) the prerogatives of the College hereunder to assign priorities and allocate personnel; and (2) the limitation of Contractor's warranties hereunder as provided in paragraph (c) below, Contractor shall not be liable, whether contractually or in tort, for any consequential or indirect damages (including without limitation damages for economic loss, loss of income, revenue, goodwill, bargain, anticipated savings or loss or corruption of data) arising out of or in connection with this engagement. Contractor shall be liable for direct liability attributable to or caused by the negligence or willful misconduct of Contractor employees. Contractor shall not be responsible for schedule delays, inaccuracies or other consequences resulting from incorrect data, lateness in delivery of College's data or the failure of equipment or personnel under the control of other vendors or the College. The maximum aggregate liability of Contractor for all claims under or relating to this Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis, is limited to the amount of the insurance described in subsection (d) below.

(c) Contractor represents and warrants to College that all of its professional staff it assigns to perform work under this engagement shall be skilled and competent to perform the Services described in Attachment A hereto in furtherance of this engagement and that they shall perform those to professional standards, and that deliverables (if any) provided by Contractor to the College shall, where applicable, substantially conform to the specifications or perform the functions agreed to in writing by the parties. These are the only warranties made by Contractor with respect to the services under this Agreement and are in lieu of all other understandings and all warranties expressed, implied or statutory as to the services, including, but not limited to any warranty or merchantability or fitness for use for a particular purpose.

(d) Throughout the term of this Agreement, Contractor, at its sole cost and expense shall maintain in full force and effect comprehensive general liability insurance with limits in an amount of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, and shall maintain in full force and effect a policy of Workers' Compensation Insurance covering all of its employees assigned to render the Services. The College agrees that any liability of Contractor to the College (to the extent not excluded under paragraph (b) above) in connection with bodily injury, death or property damage arising from the negligence of Contractor is hereby limited to the amounts of insurance as set forth in this section. Contractor shall provide the College with a certificate of insurance certifying that such coverage has been obtained and shall remain in full force as specified by this engagement.

16. Termination. This Agreement may be terminated by either party (the "Terminating Party") prior to the expiration of the Term upon the occurrence of an "Event of Default" affecting the other party (the "Terminated Party"). An "Event of Default" shall mean failure by a party to timely perform any material obligation under this Agreement, such as, but not limited to, the College's failure to pay or cause to be paid any sums due in the manner provided in this engagement within thirty (30) days of written notice to the College that such payments are overdue. Without limiting the foregoing, the following conduct shall be deemed to be an "Event of Default" of Contractor under this Agreement: (1) The work to be done under this Agreement is abandoned by Contractor; (2) This Agreement is assigned by Contractor without the written consent of the College; (3) Contractor is adjudged bankrupt; (4) Contractor is materially violating any of the conditions of this Agreement, or executing the same in bad faith.

Upon the occurrence of an Event of Default as defined in the previous paragraph, the Terminating Party shall give notice of termination to the Terminated Party, describing the Event of Default. The Terminated Party shall then have thirty (30) days to correct the Event of Default. If the Terminated Party does not cure the Event of Default within the 30-day period, then this Agreement shall be terminated at the end of such period.

The College shall pay Contractor in full, within 10 days of receipt of the Final invoice from Contractor, for all services rendered up to and including the termination date. The cost for partial months of services shall be prorated from the monthly costs of services.

IN ACCEPTANCE OF THIS AGREEMENT AS STIPULATED ABOVE.

**CONTRACTOR:**

**WASHTENAW COMMUNITY COLLEGE:**

Liz Murphy  
Signature

William L. Johnson  
William L. Johnson  
Vice President & Chief Financial Officer

Liz Murphy, CEO  
Print Name and Title

All contracts in excess of \$500 require review  
by Dean / Director or Divisional VP

3-8-2018  
Date

\_\_\_\_\_  
Dean / Director Initials

65-0878938  
Banner ID Number / EIN Number

941-316-0308  
Phone

1767 Lakewood Ranch Blvd. #305

Bradenton, FL 34211  
Address

## **Schedule A**

### **CIO Resource**

**Term: March 12, 2018 – March 11, 2020**

CampusWorks will provide a full-time, onsite Chief Information Officer for 24 months to produce key deliverables that will enable Washtenaw Community College to make an informed decision about the best approach to address the institution's ongoing technology and IT staffing needs.

The CIO will be responsible for the scope of work listed in the RFP Attachment B job description. In further discussion with the College, the specific scope of work will be detailed and measurable deliverables identified.

### **CIO Outcomes and Deliverables**

CampusWorks will complete the following key deliverables that will enable the College to make an informed decision about the best approach to address the institution's ongoing technology needs.

- Uninterrupted advancement of ongoing projects including oversight and completion of the Banner 9 implementation
- 3-Year IT Master Plan and budget aligned with the College's strategic plan and initiatives
- An effective shared governance committee/structure to foster two-way communications
- Existing project list evaluated for viability, context, prioritization
- Management and completion of high priority projects identified by the cabinet and in support of student success and institutional efficiency including; the oversight of the implementation of our selected CRM system
- Recommended IT organizational structure, including near-term and long-term views
- Clear job description and qualifications for consideration in hiring for necessary technology leadership and technical positions
- In addition to the above areas of focus, the CIO will provide oversight to insure that the following projects are completed:
  - The completion and implementation of all IT components of the College's new website
  - A wide scope of data security initiatives as agreed upon by the CISO, CIO and College Administration.
  - Banner 9 administrative and self-service functions to be fully implemented by 12/31/18
  - Data governance is implemented in a manner that both supports best practice methods and is supportable by WCC
  - Network optimization for both security and performance
  - IT Project management – establish a PMO function within IT by the end of the 1<sup>st</sup> year of the contract
  - Development process, standards and documentation – establish within the first 6 months of the contract
  - Institution wide technology governance
  - Implement software acquisition policy and procedures
  - In partnership with key stakeholder groups, recommend and implement enterprise rich media capture software

- In partnership with key stakeholder groups, develop classroom design standards
- Re-evaluate our current ERP system for opportunities to better leverage our system capabilities and minimize custom software requirements and further assess the gaps between business needs and identify the potential opportunities that contemporary ERP systems may provide.
- Implement stronger cell service coverage within all key buildings, including SC, LA, OE, TI and BE

**Assumptions**

This scope of work assumes that IT staff employed by Washtenaw Community College will be allocated when and where appropriate to perform tasks assigned by CampusWorks' leadership to assist in the completion of the Scope of Work. The College shall retain control over priority setting within the Scope of Work. The College retains the right at all times to amend the project priorities and/or to replace or identify new projects with their own specific timelines that would be led by CampusWorks.

This scope of work assumes that the College will be responsible for purchasing the software, hardware and licensing that may be necessary to ensure that the scope of work can be completed.



## **CISO Resource**

**Term: April 1, 2018 – March 31, 2020**

CampusWorks understands the changing security landscape and that shrinking budgets often make it difficult for community colleges to stay ahead of security threats.

The CampusWorks approach will advance the institution's information technology environment to a secure, reliable, compliant and high service technology organization while providing stability, increased services, and a strategic approach to technology adoption and service that optimizes the College's investment.

CampusWorks will provide a full-time, onsite Chief Information Security Officer for 24 months who will be responsible for the scope of work listed in the RFP Attachment C job description. In further discussion with the College, the specific scope of work will be detailed and measurable deliverables identified.

### **Year 1**

- Cyber Security assessment and implementation to insure compliance with GLBA information security safeguards and to insure successful external audit results for the FY18 audit (GLBA audit will be completed by 6/1/18)
- Comprehensive IT Security Assessment
  - Deliverable: Information Security Action Plan/Roadmap
- Provide risk analysis for Critical-Level, High-Level, and Medium-Level vulnerabilities based on the Security Action Plan deliverable from the assessment
- IT Security Plan
  - Upon completion of the IT security assessment, an IT security plan will be created to remediate the identified risks and exposures and create institutional awareness and a shared commitment to protect information. This planning service encompasses a range of activities:
    - Review existing documentation
    - Define the scope and boundaries of the IT Security Plan
    - Identify and document key roles and responsibilities to support IT security
    - Create required documentation and reports
    - Develop a remediation implementation plan
    - Deliver an executive briefing of the plan
    - Monitor, test, and validate the IT Security Plan
- Identify reasonable, cost-effective solutions to remediate risks from the information security risk assessments
- Provide leadership and recommendations to formulate policies, assess security risk, and establish strategic direction
- Provide recommendations for setting and maintaining standards and practices to manage the confidentiality, integrity and availability of College assets and data

- Mentor IT colleagues to monitor, assess and test security solutions and monitoring protocols
- Monitor information security compliance efforts and provide guidance, evaluation and advocacy on institutional audit responses
- Provide guidance regarding prioritization of infrastructure investments that impact information security and guide the acquisition of advanced security technology
- Monitor information security trends and keep senior management informed about security-related issues and activities affecting the College
- Provide routine information security support to handle Q&A for College staff
- Conduct quarterly regular pen-testing to ensure the security of the College's information assets
- Provide oversight to ensure that existing/new servers are properly hardened
- Create a security calendar to perform regular reviews (such as firewall logs, authentication logs, etc.) of the IT security plan and document continued compliance with the ISMS standard (ISO 27001)
- Address ongoing information security needs

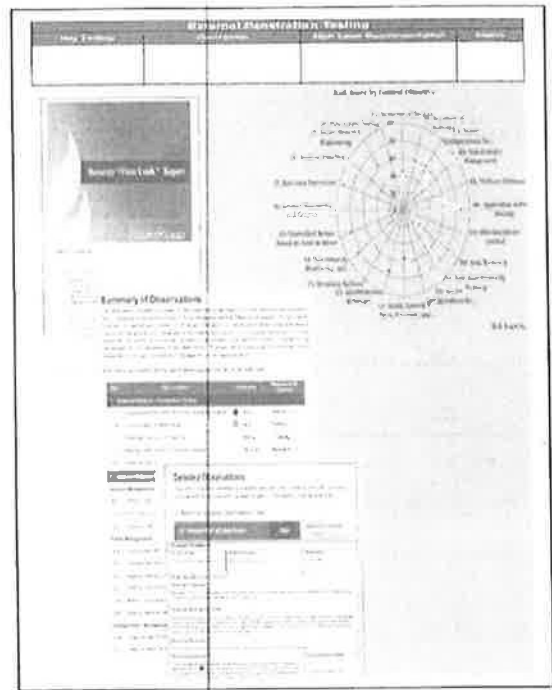
## **Year 2**

- Conduct an annual internal/external information security audit and follow-up
- Advise College senior staff regarding security best practices, security audit results, and guide ongoing mitigation efforts
- Provide recommendations to formulate policies, assess security risk, and establish strategic direction
- Provide recommendations for setting and maintaining standards and practices to manage the confidentiality, integrity and availability of College assets and data
- Mentor IT colleagues to monitor, assess and test security solutions and monitoring protocols
- Monitor information security compliance efforts and provide guidance, evaluation and advocacy on institutional audit responses
- Provide guidance regarding prioritization of infrastructure investments that impact information security and guide the acquisition of advanced security technology
- Monitor information security trends and keep senior management informed about security-related issues and activities affecting the College
- Conduct quarterly regular pen-testing to ensure the security of College's information assets
- Provide oversight to ensure that existing/new servers are properly hardened
- Create a security calendar to perform regular reviews (such as firewall logs, authentication logs, etc.) of the IT security plan and document continued compliance with the ISMS standard (ISO 27001)
- Address ongoing information security needs

## Key CISO Project Deliverables

CampusWorks will provide the following deliverables:

- 1) Security Assessment Presentation
  - CampusWorks' security team will formally present the highlights of the assessment to the College.
  - The presentation will contain both an executive-level overview and technical details of the state of the organization's networks.
  - The meeting will provide an opportunity to discuss the findings in detail, as well as to discuss remediation options that will be provided by CampusWorks' IT security professionals and College staff.
- 2) Security Assessment Technical Report
  - Provides specific technical findings from individual technology platforms.
  - Provides relevant information, and detailed recommendations for mitigation.
- 3) Information Security Action Plan/Roadmap
  - Prioritized risk mitigation plans
  - Executive summary containing non-technical descriptions of the high-risk findings along with their inherent business risk
  - Detailed findings structured to facilitate immediate remedial action by technical staff
  - "Next steps" to address security deficiencies from an architectural and solutions implementation perspective
- 4) IT Security Plan
  - Review of existing documentation
  - Define the scope and boundaries of the IT Security Plan
  - Identify and document key roles and responsibilities to support IT security
  - Create required documentation and reports
  - Develop a remediation implementation plan
  - Deliver an executive briefing of the plan
- 5) Security Operations
  - Conduct quarterly pen-testing
  - Provide prompt and reliable routine support for security matters
  - Address ongoing information security needs



## Specific Technology Resources

In addition to the dedicated CIO and CISO team outline above, and to ensure swift availability of expertise in addressing items uncovered during daily operations, CampusWorks has established a resource pool upon which WCC can call to provide swift, comprehensive support to address technical, functional and organizational challenges. This team will be available to support specific technology initiatives including:

- A wide scope of data security initiatives
- Banner 9 administrative and self-service functions
- NIST assessment and implementation
- Data governance
- Network optimization
- IT Project management
- Development process, standards and documentation
- Institution wide technology governance

This team will supplement the College's IT team during this capacity building process. CampusWorks agile staffing model of employees and consultants allows us to scale with the needs and demands of our clients.

## **Schedule B**

The fixed cost for CampusWorks CIO and CISO services as described above is \$58,964, including all expenses. This contract will commence on March 12<sup>th</sup>, 2018 with CIO services only at a monthly cost of \$29,482 and upon acceptance by the Client of a CISO resource, such CISO service will commence at a monthly rate of \$29,482.

### **Payment Schedule:**

#### **CIO Payment Schedule**

The College will pay CampusWorks 24 monthly payments of \$29,482 due on the 12<sup>th</sup> of each month starting on March 12, 2018 and ending on February 12, 2020.

#### **CISO Payment Schedule**

The College will pay CampusWorks 24 monthly payments of \$29,482 due on the 12<sup>th</sup> of each month starting on April 12, 2018 and ending on March 12, 2020. This payment schedule and term will be adjusted as needed if the College and CampusWorks cannot agree to a candidate by the April 1 start date.

#### **Expert Pool of Technology Resources**

The fixed 400 hours per year for the expert pool of resources will be billed as consumed at a rate of \$ 175 /hour and invoiced monthly. These annual hours will be consumed during each year of the contract (400 hours in year 1 and 400 hours in year 2). Any unused hours will be billed at the end of the contract year (March 31, 2019 and March 31, 2020). If travel is required, travel expenses will be billed as incurred and invoiced monthly.

**Schedule:** CampusWorks' staff shall adhere to the Client's working hours, holiday schedule and other work schedule provisions. The Client shall allow CampusWorks' staff the same number of vacation and sick days as allowed for Client staff. Holidays, vacation and sick days shall be included in the FTE calculation.

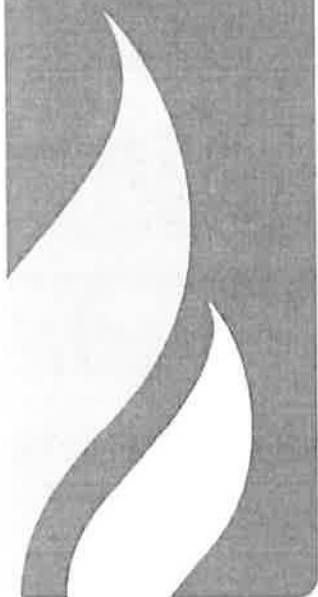
In the unforeseen event that the CIO or CISO candidate does not meet WCC expectations, CampusWorks will provide a mutually agreeable and equally qualified professional to WCC to fulfill the responsibilities.

**Amendment # 1 to the  
Information Technology Services  
Contract**

Prepared for

**Washtenaw Community College**

September 3, 2019



MANAGEMENT CONSULTING SERVICES AGREEMENT

This Amendment to the Information Technology Services ("Agreement") dated March 9, 2018 is entered into between Washtenaw Community College ("Client"), having its principal address at 4800 E Huron River Dr. Ann Arbor, MI 48105, and CampusWorks Inc., a Delaware corporation, having its principal address at 1767 Lakewood Ranch Blvd, #305 Bradenton, FL 34211-4906 as of and effective on September 1, 2019 ("Effective Date").

**RECITALS**

- A. **WHEREAS**, the Client and CampusWorks entered into an Agreement pursuant to which CampusWorks is providing certain Information Technology Services;
- B. **WHEREAS**, the Client desires a reallocation of these services;
- C. **WHEREAS**, CampusWorks has the skills and expertise and wishes to continue to provide the services in accordance with the terms and conditions contained herein; and

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. All terms and conditions of the Agreement shall remain in effect, with the exception of the following revisions of the Agreement.
- 2. Schedule A, Description of Services, shall be replaced with the attached Scope of Work, Exhibit A, incorporated herein.
- 3. Schedule B, Cost for Services, shall be replaced with the attached Cost and Payment Schedule, Exhibit B, incorporated herein.
- 4. Term shall be extended to June 30, 2020.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Agreement as of the Effective Date.

Washtenaw Community College

By: 

Name: *William C. Johnson*

Title: *EVP & CFO*

Date: *9/10/19*

CampusWorks, Inc.

By: 

Liz Murphy

Chief Executive Officer

August 23, 2019

## **Exhibit A: Scope of Work**

### **Reallocation of March 9, 2018 contract funds**

CampusWorks will no longer provide a CIO resource as of August 31, 2019 (instead of the March 11, 2020 as originally contracted). Therefore, the scope of work and deliverables from the CIO portion of the March 9, 2018 contract are no longer valid.

The current CISO contract is scheduled to end on March 31, 2020. Adding the 1001 hours of unused CIO time plus the 95 hours of unused technology resource/pool hours will allow the CISO to continue through June 30, 2020 and supportive technical security resources to provide 575 hours of service (including up to 9 onsite trips) using all of the funds from the March 9, 2018 contract.

### **Information Security Services Scope of Work**

CampusWorks will continue to provide leadership, coordination, and oversight of the Information Security Program at Washtenaw Community College. The specific scope of work is detailed below, and measurable deliverables identified as follows:

- A full-time, Chief Information Security Officer (“CISO”) will be provided and be responsible for the scope of work
- Supplemental technical security resources and subject-matter expertise required for supportive assessment, review, planning, and limited remedial efforts
- Annual update of the College’s comprehensive NIST 800-171 and Information Security Maturity Assessment, including:
  - Provide updated threat and risk analysis of vulnerabilities
  - Identify reasonable, cost-effective solutions to remediate risks
  - Collaboration with college leadership team, governance body, and Ellucian on ongoing development and update of Information Security Action Plan/Roadmap
  - Collaboration to include identification of priorities, staff responsibilities, and budgetary resource requirements and commitments
- Ongoing update and as-needed development of Information Security Plan and Policies in collaboration with college IT governance bodies
- Coordinate information security incident response activities, both within the Information Security Office as well as college-wide
- Advise College senior staff regarding security best practices, security audit results, and guide ongoing mitigation efforts
- Provide recommendations for setting and maintaining standards and practices to manage the confidentiality, integrity and availability of College assets and data
- Mentor IT colleagues to monitor, assess and test security solutions and monitoring protocols
- Monitor information security compliance efforts and provide guidance, evaluation and advocacy on institutional audit responses
- Provide guidance regarding prioritization of infrastructure investments that impact information security and guide the acquisition of advanced security technology
- Provide leadership and recommendations to formulate policies, assess security risk, and establish strategic direction
- Monitor information security trends and keep senior management informed about security-related issues and activities affecting the College
- Provide periodic security awareness training to help ensure that staff are kept informed of information security issues affecting them and the College



- Conduct regular vulnerability scanning (leveraging College's Nessus agreement) and log review (leveraging College's Splunk agreement) to help ensure the security of the College's information assets
- Maintain security calendar to ensure that information security-related activities, follow-up, and periodic requirements for compliance with College information security policy and the NIST 800-171 framework
- Provide oversight to assist in ensuring that existing/new servers, desktop/laptop environments, network infrastructure, and other key IT assets are properly hardened
- Provide routine information security support to handle Q&A for College staff
- Address ongoing information security needs

### **Key Information Security Program Project Deliverables**

CampusWorks will provide the following deliverables:

- 1) Annual Information Security Action Plan/Roadmap
  - CampusWorks will collaborate with college leadership team, governance body, and Ellucian to update and ensure that the Information Security Action Plan aligns with the "WCC Top Information Security Risks" (the "top 10") that have previously been identified. The target date for this collaborative update is December 20<sup>th</sup>, 2019.
  - Prioritized threats and risk mitigation recommendations/plans
  - Executive summary containing non-technical descriptions of the high-risk findings along with their inherent business risk
  - Supportive findings structured to facilitate remedial action by technical staff
  - "Next steps" to address security deficiencies from an architectural and solutions implementation perspective
- 2) Annual Information Security Assessment Results and Action Plan/Roadmap
  - CampusWorks' security team will formally present the highlights of the updated assessment and action plan annually to the College senior leadership and Board
  - The presentation will contain an executive-level overview of the state of the organization's information security program, prioritized threats and risks, and remedial plans
  - Presentations will provide an opportunity to discuss the findings and remediation options in detail
- 3) Security Assessment Technical Reports
  - Provides specific technical findings from any in-depth technology platform assessments
  - Provides relevant information, and detailed recommendations for mitigation.
- 4) Security Operations
  - Conduct periodic vulnerability scans and ongoing log review
  - Conduct security awareness training
  - Provide prompt and reliable routine support and incident response on security matters
  - Address ongoing information security needs

### **Reporting Relationship**

The CampusWorks CISO will report directly to the President of Washtenaw Community College.

### **WCC/Ellucian Responsibilities:**

This scope of work assumes staff employed by Washtenaw Community College and their managed services vendor (Ellucian) will be allocated when and where appropriate to perform tasks assigned by CampusWorks CISO to assist in the completion of the Scope of Work to achieve mutual project success.

**Exhibit B: Cost and Payment Schedule**

**Funds remaining under the original Agreement:** \$342,327 (assumes all current outstanding invoices of \$71,151.27 will be paid)

**Payment Schedule:**

<b>Due Date</b>	<b>Amount</b>
1-Oct-19	\$38,036
1-Nov-19	\$38,036
1-Dec-19	\$38,036
1-Jan-20	\$38,036
1-Feb-20	\$38,036
1-Mar-20	\$38,036
1-Apr-20	\$38,036
1-May-20	\$38,036
1-Jun-20	\$38,036

**Schedule:** CampusWorks' staff shall adhere to the Client's working hours, holiday schedule and other work schedule provisions. The Client shall allow CampusWorks' staff the same number of vacation and sick days as allowed for Client staff. Holidays, vacation and sick days shall be included in the FTE calculation.

In the unforeseen event that the CISO candidate does not meet WCC expectations, CampusWorks will provide a mutually agreeable and equally qualified professional to WCC to fulfill the responsibilities.