

## Request to Approve Ad Astra Course Scheduling Software Purchase

### **Recommendation:**

Requesting Board approval to purchase Ad Astra course scheduling software. The total amount of the request is \$203,539.80 for a 5-year term. This purchase will be made utilizing CAREs funds that have been allocated to the college.

### **Summary:**

This purchase is requested for effective and efficient course scheduling, event planning, and room/system reservation. Ad Astra provides tools for all class and room scheduling with analytic features to determine appropriate technologies/seating/resources at optimum times for target populations and assists the College in making informed decisions on academic scheduling and optimizing the use of resources. The purchase includes implementation, annual subscriptions, and strategic scheduling checkup for 5 years.

The cost for the software is \$186,000 (which includes the first year/setup cost of \$58,000 and annual subscription of \$32,000/year for Years 2-5) and tax is \$17,539.80 (which includes the 3% or \$5,580 due to the City of Holbrook), for a total price of \$203,539.80. The purchase meets competitive purchasing guidelines by utilizing AZ STATE PROCUREMENT CONTRACT P18/9973L. This purchase will be made utilizing CAREs funds that have been allocated to the college and will not use NPC budget funding.



## Other Client Addendum: Northland Pioneer College

Subject to the terms and conditions of the Ad Astra Subscription Agreement No. 221121 between Ad Astra Information Systems (“Ad Astra”) and Pima County Community College District, executed on May 29, 2018, (“Agreement”), Northland Pioneer College, (“Client”) wishes to participate under the terms and conditions of the Agreement per Section 18(q) by addendum. Per Section 18(q), the following payment and Client specific terms shall apply:

### Payment Terms

One-time fees are due upon contract execution. Subscription fees are due upon contract execution and annually thereafter upon the anniversary of the contract execution date. All amounts are listed in United States Dollars. Client shall pay the following fees as invoiced, net 30:

<u>Quantity</u>	<u>Product Name</u>	<u>Description</u>	<u>Price Each</u>	<u>Annual Total</u>
1	Implementation	One-Time Fee	\$16,000	
1	Monitor & Align**	Annual Subscription		
	Year 1 (6/30/21 – 6/29/22)	Strategic Scheduling Check-Up	\$42,000	\$58,000
	Year 2 (6/30/22 – 6/29/23)		\$32,000	\$32,000
	Year 3 (6/30/23 – 6/29/24)		\$32,000	\$32,000
	Year 4 (6/30/24 – 6/29/25)		\$32,000	\$32,000
	Year 5 (6/30/25 – 6/29/26)		\$32,000	\$32,000
		One-Time Fee Total		\$16,000
		Total Contract Value		\$186,000
		<b>Total due at contract execution</b>		<b>\$58,000.00</b>

\*\*Pricing includes Monitor and Align subscriptions only. Client and Ad Astra shall mutually agree on pricing in the event Client wishes to engage Ad Astra for Predict annual subscription. Prices shown herein do not include any taxes that may apply. Client is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra.

### Client Specific Terms & Conditions

1. Project Deliverables shall be as outlined in Attachment A which is hereby incorporated into this Addendum.
2. *Implementation.* Both parties understand a mutually agreed upon schedule must be established in writing prior to implementation. If any delays occur solely as a result of any incorrect information, incorrect assumption or failure of Client to perform or fulfill its obligations, the performance schedule for the applicable project may be extended. Ad Astra shall have no liability or responsibility for any costs or expenses resulting from such delays. All activity and personnel will be accepted when the contract is fully executed. Ad Astra reserves the right to suspend any and all implementation and services should payment not be received on time, regardless of University’s internal procurement and/or payment processes, until such time as full payment is received including any applicable late fees and/or change orders. In the event implementation is suspended due to non-payment, Ad Astra shall have no responsibility or liability for

schedule delays or additional costs incurred with stopping, restarting, or reallocation of resources on the part of the Client. Implementation fees are non-refundable.

3. *Purchase Orders*: Issuance, receipt, notation or any requirement of a purchase order, or the lack thereof respectively, shall not override the responsibility of the Client to pay as directed according to the terms herein. Client and Ad Astra specifically acknowledge and agree that any other terms varying from or adding to the terms of this Addendum or the Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Client to Ad Astra are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Addendum and the Agreement will be the controlling documents over any terms attached to purchase orders related to the services sold herein and/or in the event of a discrepancy of terms.
4. *Onsite visits*: For services that include onsite visits, Ad Astra will coordinate scheduling with Client in advance. In the event of cancellation by Client, ten (10) business days' advance written notice must be provided. If proper notice is not provided, a \$500 cancellation fee shall be charged to the Client. There shall be a fee exception for cancellations made with less than ten (10) business day's written notice in the event the cancellation is made to protect the health and safety of Ad Astra associates (i.e. extreme weather event, campus emergency, or any other event that would cause the location to be shut down or inaccessible). Client will be responsible for and shall ensure that while Ad Astra employees, agents or subcontractors are on Client's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.
5. *Limitation of Liability*: Client's exclusive remedy for any cause of action arising out of this Agreement shall be for Ad Astra to use reasonable business efforts to provide or restore Client's access to the Software Services. Client acknowledges, understands, and agrees that Ad Astra will not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits, lost savings, expenses, costs of substitute software, work products or services, or losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has been advised of the possibility of such damages, losses expenses or costs or consequential damages arising out of or related to this Agreement or the Software Services or the Support Services provided hereunder, whether such damages are alleged as a result of tortious conduct, breach of contract or otherwise, even if Ad Astra has been advised of the possibility of such damages. Client acknowledges, understands, and agrees that the maximum total liability of Ad Astra under this Agreement will not exceed the fees received by Ad Astra under this Agreement during the twelve (12) month period immediately preceding the occurrence of the event giving rise to such liability.
6. *Indemnification*: Client will indemnify, defend, and hold Ad Astra, including its affiliates, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, causes of action, orders, arbitrations, proceedings, losses, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from or in connection with: (a) any breach of this Agreement by Client or any of its affiliates, employees or agents; (b) any violation of the rights of another by Client or any of its affiliates, employees or agents; or (c) any negligent or intentional acts or omissions by Client or any of its affiliates, employees or agents. This Section will survive the termination of this Agreement.
7. *API*: This Agreement also incorporates by reference the API Terms of Service Agreement located at <https://info.aais.com/api-terms-of-service>, as amended from time to time with the same force and effect



as if they were given in full text. In the event of a conflict between the API Terms of Service Agreement and the Agreement, the terms of the Agreement shall apply.

- 8. For the avoidance of doubt, Pima County Community College District shall have no responsibility in the payment, execution or performance requirements of this Addendum and its subsequent Attachments. In addition, Section 18(q) shall survive any termination of the Agreement by Pima County Community College District and will not terminate this Addendum between Client and Ad Astra.
- 9. All other terms within the Agreement shall be unchanged and remain in full force. In the event of a conflict, these terms listed within this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year first set forth below.

**AD ASTRA INFORMATION SYSTEMS, LLC**

**NORTHLAND PIONEER COLLEGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment A: Statement of Work

### Overview

The purpose of the Ad Astra Statement of Work (SOW) is to summarize the scope of the configuration and training items for Northland Pioneer College implementation and partnership.

- **Primary Focus:**
  - Northland Pioneer College is primarily interested in a tool to help with the following:
    - Building a schedule that is aligned with student demand (based on student academic history and program pathway)
    - Determine which sections should be offered as CC (Combined Courses) and which ones should be offered as SA (Stand Alone)
    - Use data to determine meeting patterns (days/times) for courses/sections
    - Optimizing space based on reports
  - Having a tool that will help NPC to schedule to pathways
  - Registration monitoring
- **Recommended Solutions**
  - **Monitor, Align**
    - The Monitor and Align solution combines section academic history with historical registration patterns to predict what courses need to be offered, how many sections, and in what format.
    - This tool would allow NPC to assess student demand by college, department, and course which will help determine which programs, courses, and sections (SA or CC) get offered at each of the 10 campuses.
    - This tool would also provide visibility into registration changes in order to track which courses are filling up quickly and which ones are at risk of being cancelled.
- **Implementation:**
  - Estimated Start Date: July, 2021
  - **PHASE 1: Strategic Scheduling Check-Up**
    - Given the nature of how NPC schedules courses and codes sections in Jenzabar, the first phase of the implementation will be heavily focused on data ingestion.
    - 5 years of historical section data will be brought over from NPC and the Ad Astra team will validate the following:
      - **Connected Course Sections** - One course taught by one instructor but taught at multiple locations with multiple sections (video-conferencing)
        - Example: Cultural Anthropology is taught by one instructor in the VID2 Room. However, there are 6 sections tied to this

course/instructor with 3 students in each section. This needs to be analyzed as one course of 18 taught by the instructor.

- **Multi-Course Sections** - One course taught by one instructor and one location but includes multiple subjects/sections (similar to cross-listed sections)
  - Example: Instructor teaches on M/T/W/R/F from 1-4PM. During that time, the instructor teaches 14 individual subjects/sections. This needs to be analyzed as one course.
- **Stand Alone Sections** - Traditional section. One section taught by one instructor at one location.
- Benchmarking Analysis will be completed after data validation occurs. This analysis will provide additional insight into course offerings and space utilization.

## PHASE 2

- After Phase 1 is completed, Ad Astra will import historical section data into Align and Monitor interface to allow for creation of centralized scheduling processes and review.
- Data Ingestion Approach
  - Text file integration with Jenzabar CX (Align/Monitor/Report)
    - 5-year historical trends for CC, MC, and SA sections
    - Ingestion cadence will be determined based on need and workload
- Room File Options
  - Standard Room File
- Competing Priorities
  - None at this time

### Course Scheduling (Align/Monitor)

The Ad Astra course scheduling suite (Monitor/Align) is a patented SaaS solution providing predictive analytics for course scheduling. By capturing historical, student progress, program pathway, and student plan data, business intelligence is presented to inform the creation of a student aligned course schedule. Clients receive reports, access to data visualization dashboards, and ongoing consulting to apply individualized recommendations throughout the scheduling and registration periods. Data patterns are also analyzed during non-scheduling periods to measure and track improvements and inform design decisions.

Ad Astra's course scheduling suite assists academic leaders with the discrete process of refining the schedule - taking action on course recommendations. The course scheduling tools also provide a more focused and persona-based UI with a built-in collaboration (workflow) tool. Users can have conversations inside the application that help facilitate schedule planning and creation. These tools can help facilitate both the conversation upstream around schedule planning and creation, and downstream in facilitating the

completion of tasks associated with the building of the schedule.

Whether the end-user is the Strategic Scheduling Team (SST), VP of Instruction, Dean, or Department Chair, the metrics and reports that are valued most can be displayed. The end-user has the capability of looking at different data points that are important to their specific role.

**Bundled Services includes:**

- Hosting and Managed Services
- Interface with Jenzabar CX
- Dashboard Training and Ongoing Consulting
- Project Kickoff Workshop (1-day onsite, year 1 only)
- Annual Workshop to Reset Goals (½ day onsite, years 2+)
- Scheduling Team Organization
- Benchmark against Higher Education Scheduling Index (HESI™) to establish initial project goals
- Goal Setting
- Communication Strategy
- Change Management Consulting
- Data Results Consulting
- Registration Velocity Monitoring
- Client Portal Access
- Impact Tracking, recurring remote Account Touchpoints scheduled with executive sponsor
- Aspire, Ad Astra Users' Conference, Discount of \$200 for One Attendee \*

\* One Aspire Discount per university

*The processes leveraged within Predict/Align/Monitor have been awarded Patent No. US 7,805,107, B2 Sept. 28, 2010, and US 8,750,781 June 10, 2014, by the US Patent Office.*

*Ad Astra is the sole provider of these solutions.*