

**Sauk Valley Community College  
August 23, 2021**

**Action Item 4.4**

**Topic:**                   **Contract Approval – Ellucian Banner Modernization**

**Strategic Directions: Goal 1, Objective 1 – Identify and remediate barriers to student access.**

**Goal 2, Objective 8 – Improve the degree and certificate completion rates.**

**Presented By:**       **Dr. David Hellmich and Eric Epps**

**Presentation:**

The College has renegotiated a contract with Ellucian for its Banner software, which is used for storing and processing student and employee data. This five-year contract changes a core suite of modules to a subscription model and adds new features including recruitment software, degree completion planning, and a connector between the learning management system and Banner. Under the current structure, the cost of these products would be \$1,462,750 over five years, but this contract would be for \$1,184,533. This contract would replace the existing contract, which expires December 30, 2023, at an additional cost of approximately \$50,000 per year.

**Recommendation:**

The administration recommends the Board approve the contract with Ellucian for \$1,184,533 through December 31, 2026.



## **LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM**

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **SAUK VALLEY COMMUNITY COLLEGE** (the "Client"). This Order Form amends the Software License & Services Agreement dated September 29, 1995 between the parties (the "Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as modified by this Order Form, Client and Ellucian hereby terminate Client's license for the "**Terminated Perpetual Software**" identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the **Subscription Software Table** below, on a term-of-years basis ("**Subscription Software**") and/or certain other software, as identified in the **Cloud Software Table** below, on a term-of-years, Ellucian cloud-provided basis ("**Cloud Software**"). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

**Software Term.** For purposes of both the Subscription Software and the Cloud Software licensed under this Order Form, the "Software Term" consists of the period of time from the last day of the month of execution of this Order Form (the "Beginning Date") until December 31, 2026 (the "Expiration Date"). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client's license to access and use the Subscription Software and the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; automatic renewal beyond the Software Term will be subject to an increase of up to seven percent (7%) annually, for each such renewal Contract Year, in addition to applicable third party fee increase (if any), unless and until the parties execute a written amendment or subsequent order form for a committed renewal term.

**Termination of License for Terminated Perpetual Software.** Client's license to use the Terminated Perpetual Software is terminated thirty (30) days following the Beginning Date.

**Grant of Licenses Pursuant to This Order Form.** Licenses granted pursuant to this Order Form are for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Subscription Software and Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Client acknowledges that Subscription Software that replaces the Terminated Perpetual Software has been delivered. Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

**Continuing Perpetual Software.** Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "**Continuing Perpetual Software**"), as previously licensed between the parties. In order to align Software Support Services for the Continuing Perpetual Software to the Software Term applicable to Subscription Software and Cloud Software licensed under this Order Form, the parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on January 1, 2022 through the Expiration Date ("**Extended Maintenance Term**").

SUBSCRIPTION SOFTWARE TABLE <sup>1,2,3</sup>	
Description	Fee
<b>Banner Student</b> (includes Student Self-Service and Faculty and Advisor Self-Service)	Included
<b>Ellucian Degree Works</b>	Included
<b>Ellucian Degree Works Transfer Equivalency</b>	Included
<b>Banner Financial Aid</b> (includes Financial Aid Self-Service and CSS Profile Interface)	Included
<b>Banner Finance</b> (includes Finance Self-Service)	Included
<b>Banner Human Resources</b> (includes Employee Self-Service)	Included

CLOUD SOFTWARE TABLE <sup>1,4</sup>	
Description	Fee
<b>Federal Methodology Needs Analysis</b>	Included
<b>Ellucian Intelligent Learning Platform for Blackboard</b> <sup>2</sup>	Included
<b>Ellucian CRM Recruit - Community Edition (Banner)</b>	
<b>Ellucian On Demand Training</b> <sup>5</sup>	Included
<ul style="list-style-type: none"> <li>Enterprise (25 Named User License)</li> </ul>	

PAYMENT SUMMARY FOR SUBSCRIPTION SOFTWARE AND CLOUD SOFTWARE	
<b>TOTAL</b> (for Contract Year ending December 31, 2021) (to be prorated)	<b>\$166,056</b>
<b>TOTAL</b> (for Contract Year ending December 31, 2022)	<b>\$166,056</b>
<b>TOTAL</b> (for Contract Year ending December 31, 2023)	<b>\$169,357</b>
<b>TOTAL</b> (for Contract Year ending December 31, 2024)	<b>\$172,758</b>
<b>TOTAL</b> (for Contract Year ending December 31, 2025)	<b>\$179,261</b>
<b>TOTAL</b> (for Contract Year ending December 31, 2026)	<b>\$185,869</b>

**Professional Services.** Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the “Services”), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian’s delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian’s delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description <sup>6</sup>	Hours	Rate <sup>7</sup>	Fee <sup>8,9</sup>
Banner Student System Analysis - Registration Management	90	\$187	\$16,830
Banner Student Consulting Services	80	\$187	\$14,960
Banner Finance System Analysis	90	\$187	\$16,830
Banner Finance Consulting Services	40	\$187	\$7,480
Banner Financial Aid System Analysis	90	\$187	\$16,830
Banner Financial Aid System Review	40	\$187	\$7,480
Banner Human Resources System Analysis	90	\$187	\$16,830
Banner Human Resources Consulting Services	40	\$187	\$7,480
Ellucian CRM Recruit Consulting Services	33	\$213	\$7,029
Degree Works Transfer Equivalency Self-Service Implementation eCRM	20	\$187	\$3,740
Degree Works Scribing	198	\$120	\$23,760
Degree Works Full-Service Implementation	246	\$187	\$46,002
Intelligent Learning Platform (ILP) 5 Implementation	10	\$213	\$2,130
Ethos Integration Essentials (SaaS or Managed Cloud)	32	\$187	\$5,984
Ellucian Ethos Identity Essentials	40	\$187	\$7,480
Banner Project Management Services	297	\$187	\$55,539

Ellucian CRM Recruit Community Edition Implementation <sup>10</sup>	Fixed Fee	Fixed Fee	See Note <sup>10</sup> Below
<b>TOTAL PROFESSIONAL SERVICES FEES:</b>			<b>\$256,384</b>

**Notes to Tables:**

- <sup>1</sup> For a description of the product details and the terms of service, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).
- <sup>2</sup> Pricing in this Order Form allows for up to a tier threshold of 1,499 (the “Contracted FTE”). Except for Ellucian CRM Recruit- Community Edition, the annual fees shown in the Cloud Software Table do not include implementation/setup services.
- <sup>3</sup> Subscription Software includes Software Support Services at the Advantage Plus Maintenance Level without additional charge.
- <sup>4</sup> Cloud Software includes Software Support Services for such Cloud Software at the Subscription Advantage Maintenance Level without additional charge.
- <sup>5</sup> Client is granted a right to access and use the Ellucian-proprietary self-paced, web-based training programs (“Web-Based Training Programs”) that Ellucian makes available during the applicable Software Term. Within thirty (30) days of the Beginning Date and upon receipt of user account information from Client, Ellucian will make available to Client the most current version of the Web-Based Training Programs for the Baseline version of Ellucian Software. Further, provided that Client pays Ellucian the applicable subscription fees specified in this Order Form, Ellucian will, during the applicable Software Term, make available to Client each new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian licensees in each instance. Client will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Software, and Client’s right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and confidential information of Ellucian. Client is expressly prohibited from placing on or otherwise making any Web-Based Training Programs, in whole or in part, available from any website, including any website maintained, operated, or authorized by Client.
- <sup>6</sup> For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <https://na11.springcm.com/atlas/Link/Document/15591/497a5715-13c3-eb11-9c3d-d89d6716196d/2b7b5715-13c3-eb11-9c3d-d89d6716196d>.
- <sup>7</sup> Hourly rates specified in this table will be held in place for this project for a period beginning on the Execution Date and ending eighteen (18) months later.
- <sup>8</sup> Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- <sup>9</sup> Where a number of hours is specified in the table with an associated hourly rate, the “Fee” is a good faith estimate based on the information available to Ellucian at the time of execution of this Order Form. The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable when the services are rendered.
- <sup>10</sup> Fixed Fee Services are included as part of the Annual Subscription Fee for Ellucian CRM Recruit Community Edition. Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.

**Invoicing.** Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a “Contract Year” (consisting of twelve (12) consecutive months beginning January 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on the Execution Date for the Subscription Software and Cloud Software covering the period from the Beginning Date through December 31, 2021. For the Contract Year ending December 31, 2022 (only), Ellucian will invoice Client quarterly for the Subscription Software and Cloud Software on the following dates: (1) January 1, 2022; (2) April 1, 2022; (3) July 1, 2022; and (4) October 1, 2022. Beginning on January 1, 2023 and for each subsequent Contract Year through the Expiration Date, Ellucian will invoice Client on an annual basis, in advance of each applicable Contract Year for Subscription Software and Cloud Software.
- quarterly for Software Support Services for the period January 1, 2022 through December 31, 2022 (only) on the following dates: (1) January 1, 2022; (2) April 1, 2022; (3) July 1, 2022; and (4) October 1, 2022. For

each subsequent Contract Year through the Expiration Date, Ellucian will invoice the Client on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software;

- on the Execution Date for all Professional Services to be performed on a fixed fee basis;
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel and living expenses are included).

**Payment Terms.** Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

**Publicity.** From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

**By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.**

**Ellucian**

**Client**

**By:** \_\_\_\_\_  
*Authorized Signature*

**By:** \_\_\_\_\_  
*Authorized Signature*

**Name:** \_\_\_\_\_  
*Printed*

**Name:** \_\_\_\_\_  
*Printed*

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

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

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

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

**The later date of signature above is the "Execution Date" of this Order Form.**

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before August 31, 2021.

**Client Billing Contact Information:**

**Client Cloud Software Provisioning Contact Information:**

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

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

**Address:** \_\_\_\_\_

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

**City, State, Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**PO# (if applicable)** \_\_\_\_\_

**EXHIBIT 1**

**TERMINATED PERPETUAL SOFTWARE TABLE: <sup>1</sup>**

<b>Description</b>
Banner Student Self-Service
Banner Faculty and Advisor Self-Service
Banner Finance
Banner Human Resources
Banner Student & Financial Aid
Banner Employee Self-Service
Banner Finance Self-Service

**Notes to Terminated Perpetual Software Table:**

<sup>1</sup> Prior to the Execution Date of this Order Form to which this Exhibit 1 is attached, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate maintenance agreement (“Maintenance Agreement”). Client’s obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software identified in the Terminated Perpetual Software Table below is terminated as of the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable.

**EXHIBIT 2**

**CONTINUING PERPETUAL SOFTWARE:** <sup>1,2</sup>

Description	Maintenance Level	Base Year Fee (For Contract Year ending December 31, 2022)
Oracle Net Driver Combination	Advantage	Included
Oracle Pro C	Advantage	Included
Oracle Pro Cobol	Advantage	Included
Oracle SQL Plus	Advantage	Included
Banner Workflow	Advantage	Included
Electronic Data Interchange EDISmart	Advantage	Included
Evisions Corporation Argos Advanced Features	Advantage	Included
Evisions Corporation Argos Enterprise	Advantage	Included
Evisions Corporation FormFusion	Advantage	Included
Evisions Corporation FormFusion BDMS Integration	Advantage	Included
Evisions Corporation FormFusion Email with Encryption	Advantage	Included
Evisions Corporation FormFusion PL SQL Director	Advantage	Included
Oracle Relational Database System	Advantage	Included
<b>TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:</b>		<b>\$56,325</b>

**Notes to Continuing Perpetual Software Table:**

- <sup>1</sup> Ongoing Software Support Services-. Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties’ existing underlying Maintenance Agreement through December 31, 2021. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in each invoice for the Continuing Perpetual Software as further detailed in the Invoicing section of the Order Form; (i) for each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year; and (ii) absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year’s fee by not more than seven percent (7%).
- <sup>2</sup> For a description of the product details and the terms of service, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).